



# **Request for Proposal Number 2010-016-RFP**

**for**

**TeleCenter Equipment, Software, Maintenance,  
and Support Services**

**by the**

**Washington State**

**Employment Security Department**

**Released on *March 15, 2010***

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**EXHIBITS**

- Exhibit A: *Protest Procedure***
- Exhibit B: *Response Checklist***
- Exhibit C: *ESD TeleCenter Infrastructure***
- Exhibit D: *Product Process Flow***

**SCHEDULES**

- Schedule A: *Authorized Equipment and Price List***
- Schedule B: *Authorized Software and Price List***
- Schedule C: *Contracted Maintenance And Support Price List***

**APPENDICES**

- Appendix A: *Certifications and Assurances***
- Appendix B: *Model Contract Terms and Conditions***
- Appendix C: *Guaranteed Vendor Response Times and Actions***
- Appendix D: *Subcontractor Matrix***
- Appendix E: *Client Reference Form***
- Appendix F: *Confidentiality and Non Disclosure Agreement***
- Appendix G: *Certification Regarding Debarment and Suspension***
- Appendix H: *Certification Regarding Lobbying***

**NOTE: Exhibit C and Exhibit D will be provided directly to Vendors who sign and submit Appendix F “*Confidentiality and Non Disclosure Agreement*”**

# SECTION 1

## 1. Introduction

### 1.1 Background

The Employment Security Department (ESD) is tasked to enhance the well-being of the state workforce and business community through the timely and equitable payment of benefits and the collection of taxes and overpayments. The program promotes economic security for individuals, their families and their communities, and assists employers to maintain a stable workforce.

Workers who lose their job through no fault of their own can apply for unemployment benefits online or by phone via a toll free phone number. Telephones and computers are available at all WorkSource offices. Telephone and the Internet are the primary options for filing unemployment claims because they allow us to provide higher-quality and generally faster customer service.

These toll free numbers are handled by agents in the agencies TeleCenters. ESD TeleCenters and associated support equipment are located in Seattle, Spokane, Lacey, and Olympia Washington. These TeleCenters (call centers) are the responsibility of the Unemployment Insurance (UI) Division of ESD and are a mission-critical component of its business operations.

The TeleCenter environment is primarily comprised of Nortel PBX and voicemail platforms integrated with the Genesys CTI framework. This environment includes several customized applications: e.g. IVR scripts, Virtual Hold (Concierge® and Rendezvous® components), and an agent Softphone. All of the major components of the TeleCenters require 24 x 7 maintenance, support and monitoring.

The ESD Information Technology Services Division (ITSD) is responsible for the support and on-going needs of these TeleCenters. This acquisition is being conducted to obtain maintenance, support, equipment, and software for the TeleCenters for the next two to four years.

### 1.2 Acquisition Authority

Chapter 43.105 of the Revised Code of Washington (RCW) as amended establishes the Washington State Information Services Board (ISB). While the ISB does not purchase for agencies, it regulates the manner in which state agencies may acquire information technology equipment, software, and services. The Employment Security Department issues this Request for Proposal (RFP) acting under the delegated authority of the ISB.

### 1.3 Purpose

ESD is initiating this solicitation to select the Vendor that is best qualified to provide the TeleCenter maintenance, support services, equipment and software described in this RFP.

The primary use of the resulting contract will be to provide ongoing Maintenance and Support for the equipment currently in place at the TeleCenters and associated locations in Seattle, Spokane, Olympia, and Lacey.

#### **1.4 Contract Term**

It is anticipated that the initial term of the resulting Contract will be approximately twenty-six (26) months commencing on the effective date of the Contract. ESD, at its sole discretion, may initiate extending the Contract for up to two (2) additional one- (1) year terms.

#### **1.5 Definitions**

**“Acceptable Alternative”** shall mean a Vendor-proposed option that ESD considers satisfactory in meeting a Mandatory requirement. ESD, at its sole discretion, will determine if the proposed alternative meets the intent of the original Mandatory requirement.

**“Acceptance”** shall mean that any Product resulting from this Contract has successfully completed the Acceptance Process. Acceptance shall be formalized by' written notice from ESD to the Contractor.

**"Acceptance Criteria"** shall mean the set of conditions, requirements and other measures against which Products, Deliverables, and Services shall be evaluated. Acceptance Criteria, as components of the Standard of Performance, shall be the basis for Acceptance or non-Acceptance. The Acceptance Criteria for each Product will be mutually agreed upon by both parties and stated in writing in a Statement of Work, Field Order or other authorizing document.

**"Acceptance Date"** for Products, shall mean the date upon which ESD accepts the Product. For ESD-installed Equipment, "Acceptance Date" shall mean the written receipt of date of delivery of the Equipment, or if delivery of partial orders has been agreed to between ESD and Contractor, the last written receipt of date of delivery of the components of an order.

**"Acceptance Period"** shall commence after the Deployment Period. It is the period of time during which the Acceptance Process shall be conducted in accordance with the Statement of Work, Field Order or other authorizing document.

**"Acceptance Process"** shall mean the process that occurs prior to Acceptance by ESD during the Acceptance Period. This process shall be used to ascertain that the Product meets the Standard of Performance.

**“Apparently Successful Vendor” (ASV)** shall mean the Vendor(s) who: (1) meets all the requirements of this RFP, **and** (2) receives the highest number of total points.

**“As-Is”** The ASV’s acceptance of all products listed in Exhibit C, *ESD TeleCenter Infrastructure* for maintenance in their existing condition. These products are, and have been under maintenance contract with the incumbent contractor, and as such meet the Standard of Performance. With the exception of the costs outlined in Section 10, *Financial Proposal*,



ESD will neither allow nor pay for any modifications, upgrades, repairs, corrections or replacements as a condition of transition to the ASV.

**“Business Day”** shall mean Monday through Friday, 7:00 am to 6:30 pm, Pacific Time, excluding Washington State holidays.

**“Business Day; TeleCenter”** see “TeleCenter Operational Hours”

**“Business Hours; TeleCenter”** see “TeleCenter Operational Hours”

**“Computer–Telephone Integration”** or **“CTI”** shall mean technology that allows interactions on a telephone and a computer to be integrated or coordinated.

**“Confidential Information”** shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 or 50.13 RCW, or other state or federal statutes. Confidential Information includes, but is not limited to; all Unemployment Insurance program client information collected by ESD, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, and agency security data and information identifiable to an individual that relates to any of these types of information.

**“Contract”** shall mean the contract, if any, that may result from this RFP, including all Attachments, Schedules, Exhibits, Statements of Work, all amendments, and the Vendor's response to this RFP.

**"Contractor"** shall mean the Vendor with whom ESD enters into a contract as a result of this RFP, its employees and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing work under the Contract on behalf of the Contractor. It shall also include any Subcontractor retained by Contractor as permitted under the terms of the Contract resulting from this competition.

**"Contractor System Audit"** shall mean the process the Contractor uses to document that the Product meets or exceeds the Specifications. The Contractor System Audit shall be performed at ESD's site immediately following Installation and shall be the basis for Customer Validation.

**"Custom Software"** shall mean those Deliverables developed by Contractor solely for ESD under the Contract and identified as Custom Software in a Statement of Work, Field Order or other authorizing document, including, but not limited to object code, source code, computer programs, tools, interfaces, utilities, applications, derivative works and all maintenance updates and error corrections. Custom Software shall be considered Works for Hire under this RFP and the Contract.

**"Customer Validation"** shall mean the confirmation by ESD that the Product meets or exceeds the Specifications. Customer Validation must be obtained from ESD before the Acceptance Process can commence.

**“Deliverable(s)”** shall mean the same as Products.

**“Delivery Date”** shall mean the date by which the Products ordered must be delivered in accordance with the Statement of Work, Field Order or other authorizing document.

**"Deployment"** shall mean the entry of a Product into the Deployment Period.

**"Deployment Period"** shall mean the period of time in which the specific tasks necessary to obtain Customer Validation are performed.

**"Effectiveness Level"** shall mean the percentage of time in a month that a Product is functioning in accordance with its specifications.

**"Employment Security Department" or "ESD"** shall mean the state of Washington Employment Security Department, any division, section, office, unit or other entity of ESD or any of the officers or other officials lawfully representing ESD.

**"Enterprise TeleCenter"** shall mean two or more geographically dispersed TeleCenters, each of which supports a minimum of fifty seats; individual TeleCenters should share virtual queuing of their agent resources between all TeleCenters, which should be networked via enterprise WAN and operated under the jurisdiction of one organization.

**"Equipment"** shall mean the mechanical, electrical, electronic and other physical devices and apparatus supported, maintained or purchased from the Contractor. Internal Code is included in this definition of Equipment.

**"Escalation"** shall mean the process for elevating unresolved problems or issues through the various levels of Vendor's organization and management structure.

**"Field Order"** shall mean an official document issued by the agency which gives authority to Purchase Hardware, Software, Equipment and/or services.

**"Installation"** shall mean the activities, tasks and any other actions required to ensure that Equipment and Software/Custom Software Products are in place and functioning to specifications prior to Deployment.

**"Installation Date"** shall mean the date, as specified in the Statement of Work, Field Order or other authorizing document, when Equipment and Software/Custom Software Products shall be in place, functioning to Specifications, and ready for Deployment.

**"Internal Code"** shall mean embedded code, firmware, internal code, microcode, and any other software residing in equipment, necessary for the proper operation of the equipment.

**"IVR"** shall mean Interactive Voice Response.

**"License"** shall mean the right to use the Software.

**"Mandatory" or "(M)"** shall mean the Vendor must comply with the requirement, and the Response will be evaluated on a pass/fail basis.

**"Mandatory Scored" or "(MS)"** shall mean the Vendor must comply with the requirement, and the Response will be scored.

**"Operational"** shall mean the Product is fully functioning to specifications, and ready for use to accomplish the purpose for which it was designed.

**"Personal Services"** shall mean professional or technical expertise provided by the Contractor to accomplish a specific study, project, task or duties as set forth in a Contract, a Field Order, Statement of Work, or other authorizing document. Personal Services shall include but not be limited to those services specified in the State Administrative and

Accounting manual (SAAM) in chapter 15 *Personal Services* located at:  
<http://www.ofm.wa.gov/policy/15.htm>

**“Preventive Maintenance”** shall mean the periodic inspection, cleaning, adjustment and repair of hardware to eliminate problems before they affect Operational status.

**“Price”** shall mean charges, costs, rates, and/or fees charged for the Products under this RFP and shall be paid in United States dollars.

**“Product(s)”** shall mean the hardware/software or other equipment as defined in this RFP, as well as any Contractor-supplied Purchased/Personal Services, all designs, structures, and models developed in the course of rendering the services and incorporated into such Products; Equipment, Deliverables, training, Custom Software, documentation, Work Products or any other work that may be performed under this Contract.

**“Product Certification”** shall mean the process that the Contractor employs to examine coding, configurations, and other elements of a Product in order to assume responsibilities for on-going maintenance and support.

**“Purchased Services”** shall mean those Services and activities provided by Vendor to accomplish routine, continuing, and necessary functions as set forth in the resulting Contract or a Statement of Work. Purchased Services shall include those Services specified as Purchased Services in RCW 43.105.020.

**“Purchaser”** shall mean the Employment Security Department.

**“RCW”** shall mean the Revised Code of Washington

**“Remedial Maintenance”** shall mean the execution of maintenance and repair-related duties to remedy problems due to a malfunction of a Product.

**“Response”** shall mean the written proposal submitted by Vendor to ESD in accordance with this RFP. The Response shall include all written material submitted by Vendor as of the date set forth in the RFP schedule or as further requested by ESD.

**“RFP”** shall mean this Request for Proposals used to solicit documentation to competitively acquire *TeleCenter Equipment, Software, Maintenance and Support Services*.

**“Services”** may include both Personal Services and Purchased Services and shall mean those Services provided by Vendor relating to the solicitation, deployment, development implementation and/or use activities that are appropriate to the scope of this solicitation, and includes, but is not limited to such things as Installation, maintenance, training, technical support, etc.

**“Software”** shall mean the object code version of computer programs Licensed, supported and maintained pursuant to this Contract. Software also means the source code version, where provided by Contractor. Embedded code, firmware, Internal Code, microcode, and any other term referring to software residing in the Equipment/equipment that is necessary for the proper operation of the Equipment/equipment is not included in this definition of Software. Software includes all versions of the Software that are currently supported by Contractor and maintained pursuant to this Contract.

**“SPOC” or “Single Point of Contact”** shall mean the Vendor acting as the sole contact for ESD with the Vendor’s Subcontractors, Product manufacturers and other relevant third parties for the Products and Services described in this RFP.

**“Specifications”** shall mean the technical, performance, functional, and other specifications published and readily available from the manufacturer, or agreed to in writing in Statements of Work, Field Orders or other documentation related to this Contract.

**“Standard of Performance”** shall be based upon Acceptance Criteria and defines the minimum requirements that must be met before Product Acceptance. The Standard of Performance shall be used throughout the Product life cycle to evaluate Product performance after Product Acceptance.

**“State”** shall mean the state of Washington.

**“Statement of Work” (SOW)** shall mean a separate written agreement between Vendor and ESD for Vendor’s Software, Hardware and/or Services to be accomplished under the terms and conditions of the resulting Contract.

**“Subcontractor”** shall mean one not in the employment of Vendor, who is performing all or part of the business activities under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“TeleCenter”** shall mean a call center established by ESD for the purpose of receiving and transmitting a large volume of requests by telephone. For the purpose of this RFP, TeleCenter shall mean a facility established by ESD to answer telephone calls from customers to provide initial claims services, or provide information relating to Unemployment Insurance benefits.

**“TeleCenter Business Days”** see “TeleCenter Operational Hours”.

**“TeleCenter Business Hours”** see “TeleCenter Operational Hours”.

**“TeleCenter Operational Hours”** shall mean ESD’s published business days and hours for TeleCenter operation. For the purpose of this RFP, these hours are Sunday 12:00 am through Saturday, 11:59 pm, Pacific Time. TeleCenter Operational hours may be subject to change based upon ESD’s business requirements.

**“Transition Period· Start of Contract”** shall mean the period of time when Services are transferred between the incumbent contractor and the Contractor following the execution of this Contract.

**“Transition Period· End of Contract”** shall mean the period of time when Services are transferred between the Contractor and the successor contractor upon conclusion of this Contract, either by expiration or termination.

**“Vendor”** shall mean a company, organization, or entity submitting a Response to this RFP.

**“Virtual Hold”** shall mean software comprised of two components; Concierge® which offers callback to a customer as an alternative to waiting on hold; and Rendezvous® which offers callback at a later time convenient to the caller and the contact center.

**“Warranty Period”** shall mean the period of time following Acceptance and, if applicable, as set forth in the relevant sections of this RFP, wherein Contractor warrants that the Product shall function in conformance with the Standard of Performance.

**“WEBS site”** Washington’s Electronic Business Solutions internet website located at: <http://www.ga.wa.gov/webs/index.html>.

**"Work Product “or "Works for Hire “** shall mean Deliverables produced under a Statement(s) of Work, Field Order or other authorizing document pursuant to this Contract by Contractor, including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models , processes , techniques, findings , conclusions, recommendations, reports , designs, plans, diagrams, drawings, Custom Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies , business and technology strategies, security strategies, computer programs , Equipment configurations, films , tapes, and/or sound reproductions, to the extent provided by law.

## **1.6 Use of Contract**

This RFP is being issued for Purchaser’s exclusive use. The results of this RFP may not be used to satisfy the competitive requirements of any other agency that may choose to purchase similar Hardware/Software and/or Services directly from the Apparently Successful Vendor (ASV).

## **1.7 Single Award**

Only one (1) ASV will be identified via this procurement. ESD intends to award only one (1) Contract.

## **1.8 Overview of Solicitation Process**

The procurement process is initiated by this Request for Proposal (RFP). Dates and times for all RFP events are listed in Section 2, *Schedule*. Vendors will compete to provide the TeleCenter equipment, software, maintenance, support and services for ESD TeleCenters as described in this RFP. Equipment and Software maintenance and support services are for three hundred sixty-five (365) days of the year at the support level described in Appendix C, *Guaranteed Response Times and Actions*.

Vendor’s Responses to this RFP will first be evaluated to ensure that all Administrative Requirements and Mandatory Requirements have been met. Responses that meet all Administrative Requirements and Mandatory Requirements will then be evaluated to ensure all Technical, Management, and Reference Requirements have been met. Those Vendors who pass all Mandatory requirements will then be scored on the Technical and Management Mandatory Scored elements (Subsections 11.7.2, 11.7.3, and 11.7.4). These items, in combination with the Client Reference score (Subsection 11.7.1) and the Financial Score (Subsection 11.7.5) achieved by the Vendor, will be combined and will be the Total Score.

The Vendor who meets all of the RFP requirements and receives the highest number of total points as described below in Section 11, *Evaluation Process*, will be declared the ASV and enter into contract negotiations with ESD.

## **1.9 Types and Components of Contract**

### **1.9.1 Scope of Work**

This RFP is for TeleCenters Equipment, Software, Maintenance, and Support Services.

ESD intends to award one (1) contract to provide the ***TeleCenter Equipment, Software, Maintenance, and Support Services*** described in this RFP. Additional Services that are appropriate to the scope of this RFP, as determined by ESD, may be added to the resulting Contract by a written amendment mutually agreed to and executed by both parties.

### **1.9.2 Statements of Work (SOW)**

Additional services to be performed for Purchaser under the Contract shall be documented in a Statement of Work (SOW) established between the Purchaser and the Vendor. The SOW will reference the Contract by number; describe the scope of work to be performed, the site location(s) where the work shall be performed and the estimated total cost of the project.

## **1.10 Funding**

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

## **1.11 Americans with Disabilities Act**

ESD complies with the Americans with Disabilities Act (ADA). Vendors may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## SECTION 2

### 2. SCHEDULE

This RFP is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation. All times are local time, Olympia, WA.

DATE & TIME	EVENT
<b>March 15, 2010</b>	RFP Issued
<b>March 23, 2010; 10:00 a.m.</b>	Optional Vendor Pre-Proposal Conference
<b>March 23, 2010; 5:00 p.m.</b>	Mandatory Letter of Intent no later than 5:00 pm Olympia, WA time
<b>March 23, 2010; 5:00 p.m.</b>	Mandatory Nondisclosure Agreement no later than 5:00 pm Olympia, WA time
<b>March 29, 2010</b>	Final Vendor Questions, Comments and Complaints due
<b>March 31, 2010</b>	State's Final Written Answers issued
<b>April 2, 2010; 3:00 p.m.</b>	Proposals due no later than 3:00 pm Olympia, WA time
<b>April 5, 2010</b>	Client References due
<b>April 5, 2010</b>	Evaluation period begins
<b>April 9, 2010</b>	Announcement of ASV and notification sent via fax or e-mail to unsuccessful RFP respondents
<b>April 13, 2010</b>	Vendor Request for Optional Debriefing due
<b>April 15, 16, 2010</b>	Optional Vendor Debriefings
<b>April 12, 2010</b>	Begin Contract Negotiations
<b>May 3, 2010</b>	Contract Effective; Start of Transition Period
<b>July 1, 2010</b>	TeleCenter Equipment, Software, Maintenance, and Support Services Effective Start Date
<b>June 30, 2012</b>	TeleCenter Equipment, Software, Maintenance, and Support Services End of Initial Term

**ESD reserves the right to revise the above schedule.**

## SECTION 3

### 3. ADMINISTRATIVE REQUIREMENTS

#### 3.1 (M) RFP Coordinator (Proper Communication)

Upon release of this RFP, all Vendor communications concerning this solicitation must be directed to the RFP Coordinator listed below. With the exception of the *Office of Minority and Women's Business Enterprises*, (reference Subsection 3.22), unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the State. Vendors should rely only on written statements issued by the RFP Coordinator.

**John D. Flanagan; RFP Coordinator**

**Telephone: (360) 438-3170**

**Employment Security Department (ESD)**

**FAX: 360-438-4783**

**Physical Address:**

**E-mail: [jflanagan@esd.wa.gov](mailto:jflanagan@esd.wa.gov)**

**605 Woodland Square Loop SE**

**Lacey, WA 98503**

**Mailing Address**

**PO Box 9046**

**Olympia, WA 98507-9046**

#### 3.2 (M) Letter of Intent

A letter indicating the Vendor's intent to respond to this RFP must be received by the RFP Coordinator at the address specified in Section 3.1, *RFP Coordinator*, no later than the date and time listed in Section 2, *Schedule*. The Vendor may submit the Letter of Intent by U.S. mail, facsimile or e-mail. Only Vendors submitting a letter of intent will directly receive amendments and other information regarding this RFP. Failure to submit a Letter of Intent to respond by the deadline specified in Section 2, *Schedule*, will result in Vendor disqualification and the rejection of any subsequent Response.

Each Vendor must include the following information in the Letter of Intent:

- a) Vendor name;
- b) Statement that the Vendor intends to respond; and
- c) Vendor's authorized representative for this RFP, who will be available as the primary contact throughout the RFP process, and contact information as follows:

Name and title of authorized representative

Address

Telephone number

FAX number

E-mail address



### 3.3 Pre-Proposal Conference (Optional)

Vendors who wish to submit a Proposal to this RFP are invited to participate in a Pre-Proposal Conference on the date and at the time identified in *Section 2: Schedule*.

Vendors who do not attend the Conference will be eligible to submit a Proposal to the RFP. The Conference will be held at the following location:

**Employment Security Department  
3<sup>rd</sup> Floor South Conference Room  
605 Woodland Sq Loop SE  
Lacey, WA**

This is a secure facility. Upon arrival, via the telephone located just outside the building, please press “2” and let the receptionist know you are attending the Pre-Proposal conference, and you will be admitted to the building. Further direction and/or signage will be posted to direct you to the conference room.

The purpose of this Pre-Proposal Conference is to provide Vendors an opportunity to address questions they may have concerning the RFP. Vendors are requested to submit their questions in writing to the RFP Coordinator at their earliest opportunity prior to the Pre-Proposal Conference. Verbal answers to additional Vendor questions at the time of the Pre-Proposal Conference will be nonbinding and unofficial. The Department will attempt to provide a written response to significant questions to participating Vendors within three (3) Business Days after the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is optional. Participation by teleconference will not be available. Attendance at the Pre-Proposal Conference is at the Vendor’s sole expense.

### 3.4 Vendor Questions

Vendor questions regarding this RFP will be allowed until the date and time specified in the *Schedule* (Section 2). Vendor questions must be submitted in writing (e-mail acceptable) to the RFP Coordinator. An official written ESD response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted on the WEBS site at: <http://www.ga.wa.gov/webs/index.html>

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted to the WEBS site will be considered official and binding.

### 3.5 Vendor Comments Invited

Vendors are encouraged to review the mandatory requirements of this RFP carefully, and submit any comments and recommendations to the RFP Coordinator. Where mandatory requirements appear to prohibit or restrict your firm’s participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFP

Coordinator by the deadline for Vendor Questions, Comments and Complaints in the *Schedule* (Section 2).

### **3.6 Vendor Complaints Regarding Requirements and Specifications**

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP requirements early in the RFP process. Vendors may submit specific complaints to the RFP Coordinator, if Vendor believes the RFP unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFP Coordinator before the Proposal due date and time set forth in Section 2: *Schedule*. The solicitation process may continue.

The Department will immediately forward a copy of the complaint to the policy and planning unit of the Department of Information Services (DIS). The Department will also reply to the Vendor with a proposed solution and advise DIS of its reply. If the Vendor rejects the Department's proposed solution, DIS may direct modification of solicitation requirements or the schedule, direct withdrawal of the solicitation, or may take other steps that it finds appropriate. The DIS decision is final; no further administrative appeal is available.

### **3.7 (M) Response Contents**

The Response must contain information responding to all mandatory requirements in Sections 4 through 10, the completed Schedules A, B and C, completed Appendices C and D, and must include the signature of an authorized Vendor representative on all other documents required in the appendices. The completed client reference forms must be received by ESD directly from the clients.

The Response should be submitted in two (2) volumes containing what is listed below. This separation of documentation protects the integrity of the State's evaluation process. No mention of the cost response may be made in Volume 1.

#### Volume 1:

- Vendor's executive summary explicitly acknowledging receipt of all RFP revisions issued, if any
- The Response to the Vendor Requirements (Section 4)
- The Response to the TeleCenter Integration Requirements (Section 5)
- The Response to the Product Acceptance Process Requirements (Section 6)
- The Response to the Equipment Requirements (Section 7)
- The Response to the Software/Custom Software Requirements (Section 8)
- The Response to the Warranty, Maintenance and Service Requirements (Section 9)

#### Volume 2:

- The Responses to the financial requirements (Section 10)
- Completed Schedule A *Authorized Equipment and Price List*
- Completed Schedule B *Authorized Software and Price List*
- Completed *Contracted Maintenance and Support Price List*
- Vendor's signed and completed *Certifications and Assurances* (Appendix A)

- Vendor's exceptions and/or proposed revisions to the Contract, if any (Appendix B)
- Completed Appendix C, *Guaranteed Response Times and Actions*
- Completed Appendix D; *Subcontractor Matrix*
- Vendor's MWBE Certification (reference Section 3.22), if applicable
- Subcontractor's Statement of understanding (reference Section 4.9.1.4), if applicable
- Vendor's signed and completed *Certification Regarding Debarment and Suspension* (Appendix G);
- Vendor's signed and completed *Certification Regarding Lobbying* (Appendix H); and
- 1 copy of manuals, brochures, or other printed materials, if submitted,

Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

### 3.8 (M) Number of Response Copies Required

4 hard copies and 1 CDROM of Response Volume 1  
 2 hard copies and 1 CDROM of Response Volume 2  
 1 copy of manuals, brochures, or other printed materials, if submitted.

### 3.9 (M) Response Presentation and Format Requirements

The following requirements are mandatory in responding to this RFP. Failure to follow these requirements may result in Vendor disqualification.

- 3.9.1 The signature block in Appendix A, *Certifications and Assurances*, must be signed by a representative authorized to bind the company to the offer.
- 3.9.2 Vendor must respond to each question/requirement contained in Sections 4, 5, 6, 7, 8, 9 and 10 this RFP, complete the pricing in Schedule A *Authorized Equipment and Price List*, Schedule B *Authorized Software and Price List*, and Schedule C *Contracted Maintenance and Support Price List*. Failure to comply with any applicable item may result in the Response being disqualified.
- 3.9.3 Each of the RFP requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:
  - a) For Mandatory requirements (**M**), the Response must always indicate explicitly whether or not the Vendor's proposed TeleCenter Maintenance and Support meets the requirement. A statement, "(Vendor Name) has read, understands, and fully complies with this requirement" is acceptable, along with any additional information requested.
  - b) For Mandatory Scored requirements (**MS**), the Response must always indicate explicitly whether or not the Vendor's proposed TeleCenter Maintenance and Support meets the requirement, and describe how the proposed Vendor's TeleCenter Maintenance and Support will accomplish each requirement or are desirable as it relates to the service(s) proposed.
- 3.9.4 Responses must be prepared on standard 8.5 x 11-inch loose-leaf paper and placed in three-ring binders with tabs separating the major sections of the

Response. Pages must be numbered consecutively within each section of the Response showing Response section number and page number.

- 3.9.5 Include Vendor name and the name, address, e-mail, facsimile and telephone number of the Vendor's authorized representative at the beginning of each volume of the Response.
- 3.9.6 Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.
- 3.9.7 Response prices must be submitted using the *Price List* forms found in Schedules A, B, and C. Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Response.
- 3.9.8 The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.
- 3.9.9 The Response on CD must be in Word 2000 or newer, Excel, Visio, or Adobe PDF. Other file formats may be accepted with prior approval of the RFP Coordinator. These files must not be "protected" or "locked", as it may be necessary for ESD to make copies.

### **3.10 (M) Delivery of Responses**

It is mandatory that Vendors submit all copies of their Responses by the date and time in Section 2, *Schedule*, to the RFP Coordinator at the address specified in *RFP Coordinator* (Section 3.1).

Responses must be received at ESD by the date and time specified. Responses arriving after the deadline will be returned unopened to their senders. A postmark by that time is not acceptable. **Responses sent by facsimile or e-mail will not be accepted.** Vendors assume all responsibility for the method of delivery and for any delay in the delivery of their Response.

### **3.11 Cost of Response Preparation**

ESD will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFP.

### **3.12 Response Property of ESD**

All materials submitted in response to this solicitation become the property of ESD, unless received after the deadline in which case the Response is returned to the sender. ESD has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

### **3.13 Proprietary or Confidential Information**

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. ESD will not accept

Responses where pricing is marked proprietary or confidential, and the Response will be rejected.

To the extent consistent with chapter 42.17 RCW, the Public Disclosure Act, ESD shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a request is made to view Vendor's proprietary information, ESD will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, ESD will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as ESD retains Vendor's information in ESD records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

### **3.14 Waive Minor Administrative Irregularities**

ESD reserves the right to waive minor administrative irregularities contained in any Response. Additionally, ESD reserves the right, at its sole option, to make corrections to Vendors' Responses when an obvious arithmetical error has been made in the price proposal. Vendors will not be allowed to make changes to their proposed price after the Response submission deadline.

### **3.15 Errors in Response**

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. ESD is not liable for any errors in Responses. ESD reserves the right to contact Vendor for clarification of Response contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFP Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

### **3.16 Amendments/Addenda**

ESD reserves the right to change the *Schedule* or other portions of this RFP at any time. ESD may correct errors in the solicitation document identified by ESD or a Vendor. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFP Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, whichever document was issued last in time shall be controlling. Only Vendors who have submitted a Letter of Intent (reference Section 3.2) will receive direct notification of amendments/addenda and other correspondence pertinent to the procurement." In the event that it is necessary to revise or correct any portion of the RFP, a notice will be posted on the WEBS site at:

<http://www.ga.wa.gov/webs/index.html>

### **3.17 Right to Cancel**

With respect to all or part of this RFP, ESD reserves the right to cancel or reissue at any time without obligation or liability.

### **3.18 (M) Contract Requirements**

A Contract based on the *Model Information Technology Contract Terms and Conditions* adopted by the ISB in December 2001 has been included as Appendix B.

To be responsive, Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B, by signing the *Certifications and Assurances* located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of ESD, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. All of Vendor's exceptions to the contract terms and conditions in Appendix B must be submitted within the Response, attached to Appendix A, *Certification and Assurances*. ESD expects the final Contract signed by the ASV to be substantially the same as the contract located in Appendix B.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASV will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted ten (10) days time frame, ESD may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation (see Section 3.17, *Right to Cancel*). Vendor's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

### **3.19 Incorporation of Documents into Contract**

This solicitation document and the Response will be incorporated into any resulting Contract.

### **3.20 No Best and Final Offer**

ESD reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer.

### **3.21 No Costs or Charges**

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

### **3.22 Minority and Women's Business Enterprises (MWBE)**

ESD strongly encourages participation of minority and women businesses. No minimum level of MWBE participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. Vendors who are OMWBE certified or intend on using OMWBE certified subcontractors may request a copy of the MWBE Certifications Form from the RFP Coordinator (See Section 3.1 for contact information).

For questions regarding the above; contact Office of MWBE at (866) 208-1064 Toll Free.

### **3.23 (M) Vendor Diversity Planning**

ESD promotes diversity in all of its agency activities. If the responding Vendor has developed an internal Diversity Recruitment Plan, they must state so in response to this requirement, and provide a brief paragraph discussing experiences in implementing it. If no such plan exists, the Vendor should so state "No Diversity Recruitment Plan" in response to this requirement. This requirement must be addressed in the Response; however the Vendor's lack of a Diversity Recruitment Plan will not be construed as failure to this requirement.

### **3.24 No Obligation to Contract/Buy**

ESD reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates ESD to make any purchases.

### **3.25 (M) Non-Endorsement and Publicity**

In selecting a Vendor to supply TeleCenter Maintenance and Support to the state of Washington, the State is neither endorsing Vendor's Products and Services, nor suggesting that they are the best or only solution to the State's needs. By submitting a Response, Vendor agrees to make no reference to ESD or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of ESD.

### **3.26 Withdrawal of Response**

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the *Schedule*, Section 2). To accomplish Response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.

### **3.27 Optional Vendor Debriefing**

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the *Schedule* (Section 2). The request must be in writing (fax or e-mail acceptable) addressed to the RFP Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, ESD will discuss the factors considered in the evaluation of the requesting the Response and address questions and concerns about Vendor's performance with regard to the solicitation requirements.

### **3.28 Protest Procedures**

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFP Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Exhibit A, *Protest Procedures*.

### **3.29 Selection of Apparently Successful Vendor**

All Vendors responding to this solicitation will be notified by mail or e-mail when ESD has determined the ASV. The ASV will be the respondent who: (1) meets all the requirements of this RFP; and (2) receives the highest number of total points as described in Section 0, *Vendor Total Score*. The date of announcement of the ASV will be the date the announcement letter is postmarked, or if emailed the date the e-mail is sent.

### **3.30 Electronic Availability**

The contents of this RFP and any amendments/addenda and written answers to questions will be available on the WEBS site at: <http://www.ga.wa.gov/webs/index.html> . The document(s) will be available in Microsoft Word or Adobe pdf.

### **3.31 (M) Nondisclosure Agreement**

Vendors wishing to participate in this solicitation process and intending to submit a Response to this RFP must sign and complete a Nondisclosure Agreement and return it to the RFP Coordinator (reference Section 3.1). The purpose of this Nondisclosure Agreement is to enable ESD to make limited disclosure of confidential information while still maintaining protection and control over the confidential information. A copy of the *Confidentiality And Non-Disclosure Agreement* is located in Appendix F of the RFP. The Nondisclosure Agreement must be received no later than the date and time specified in the *Schedule* (Section 2). Vendors assume all responsibility for the mode of dispatch selected. Time extensions will not be granted. ESD will accept a faxed Nondisclosure Agreement.



## SECTION 4

### 4. VENDOR REQUIREMENTS (All Section Mandatory)

Respond to the following requirements per the instructions in Section 3.9.

#### 4.1 (MS) Executive Summary

Responses must include an Executive Summary. This summary must describe, at a high level, the Vendor's approach and must demonstrate that the Vendor understands the scope and objectives of the procurement.

The Vendor must describe the risks and critical success factors associated with providing the Products required by ESD to support its TeleCenter Infrastructure. Vendor must also explain why its proposed approach meets ESD's business needs, and why ESD should select the Vendor's Response. This summary must give a detailed overview of all sections of the Vendor's proposed approach, and how that approach will be coordinated to provide a seamless solution.

Scores for this section will be based on, but not limited to, the degree to which Vendor demonstrates that Vendor understands and can meet ESD's needs as stated in this RFP, and the proposed approach is consistent with the objectives of the engagement.

The response to this section must not exceed three (3) typed pages.

#### 4.2 (M) Vendor Profile/Letter of Submittal

Vendor must provide a letter of submittal which includes: the following information for the legal entity with whom the Contract is to be executed:

- Vendor Corporate Name and Address:
- The legal business name
- Legal status (*e.g.*, corporation, sole proprietor, etc.)
- The year the entity was organized to do business as the entity now substantially exists,
- The home office mailing address, e-mail address, and telephone and fax numbers,
- WEB site URL (if any), and
- Organizational chart of the legal entity with which ESD may execute any Contract arising from this RFP, including the names and titles of Vendor's principal officers.
- Business Locations in Washington State: Locations of all offices within Washington State.
- Staff Size: A description of the organization's staff size.
- Core or Primary Business: A description of the Vendor's core or primary business as it relates to this RFP.
- Federal Identification Number: The Vendor's federal employer tax identification number.
- Washington State UBI Number: The Vendor's Washington State Uniform Business Identification (UBI) number. If the Vendor does not currently have a UBI number, Vendor must state so. The Contractor will be required to have

registered with the Secretary of State's Office for a UBI number prior to Contract execution.

#### **4.3 (M) Vendor Certifications**

- 4.3.1 Vendor must provide evidence of its status as a Genesys Partner with authorized factory maintenance and repair certification, and a Nortel Elite Partner with authorized factory maintenance and repair certification for Interactive Voice Response (IVR). The Vendor must have the certifications at time of Contract award, and will maintain the certification throughout the term of the contract and any contract extensions.
- 4.3.2 In addition to the Genesys and Nortel IVR, Vendor must have a minimum of three (3) years experience providing Maintenance and Support Service for other telephony systems and equipment comparable to that identified in Exhibit C, *ESD TeleCenter Infrastructure*.

#### **4.4 (MS) Vendor Organizational Capabilities**

Vendor must provide a brief description of its entity (including, size, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Vendor organization's experience and history with providing *TeleCenter Equipment, Software, Maintenance and Support Services*.

Vendor must identify the number and certification levels of staff resources available within reasonable travel distance of the primary ESD support locations (Seattle, Spokane, Olympia and Lacey).

#### **4.5 (MS) Account Team**

- 4.5.1 Vendor must describe the proposed approach for staffing to provide the management and coordination of the activities delineated in Section 5.1.1, (MS) TeleCenter Management and Coordination. At a minimum, the Vendor must identify an Account Team Manager (or equivalent). This individual will be responsible for managing day-to-day operational issues, and for ensuring ESD maximizes its technology investments. The account manager will act as facilitator for engaging additional resources within Contractor's organization and Subcontractors. ESD's first point of contact will be the account manager, unless otherwise mutually agreed upon.
- 4.5.2 Additionally, the Vendor must identify other key staff required to fulfill the management and coordination requirements stated above. Typically this could include, but not be limited to, individuals with titles equivalent to: service manager, technical liaison, sales representative, regional manager, etc. At least one member of the proposed team must be assigned to a key role for the Services identified in Section 5.1, Single Point of Contact Roles and Responsibilities, Section 9.2.1, (M) Network Operations Center Service Requirements and Section 9.3, (MS) TeleCenter Warranty and Maintenance Services. Roles identified must be consistent with the Vendor's proposed approach and sound business practices.

Subcontractors cannot directly assume roles as members of the account team.

Vendor must describe the makeup of the proposed team. Vendor must also define the key roles of the proposed team and identify by name the individuals who will fill those roles. "Key roles" is defined by the Vendor's methodology and organization. The response must, at a minimum, include:

- The number and job classifications of those included in the team;
- An organization chart with a description of the organizational structure of the team, and which identifies the intra-team reporting structure;
- The positions/job responsibilities for each key member of the account team;
- A discussion of why the proposed team is the best solution to meet the goals and objectives of this engagement; and
- A matrix that shows the individuals within the Contractor's organization that ESD may contact directly based on ESD's need to elevate unresolved problems or issues.

4.5.3 Scores for this section will be based on, but not limited to, the account team members roles and responsibilities, the overall viability of the proposed approach, and the degree to which the proposed staffing approach optimizes the ability to successfully support ESD's TeleCenter and reflects a willingness/ability to engage as a partner with ESD for the period of performance of the Contract.

#### **4.6 (MS) Account Team Member Qualifications**

The purpose of this section is to provide ESD with evidence that the individual team members have adequate experience to successfully meet ESD's needs.

The Vendor must identify each individual proposed to fill each key Contractor role for this engagement including the following information, at a minimum, for each person identified:

- Description of education and training;
- Description of previous experience fulfilling their assigned role; and
- Description of previous direct experience with TeleCenter technology, telecommunications technology and TeleCenter business environments.

Vendor may include any other experience deemed relevant by the Vendor to adequately convey an individual's experience and qualifications. Responses for each individual must not exceed one (1) typed page.

Scores for each account team member's qualifications will be based on, but not limited to, both the depth of knowledge and breadth of experience of each proposed team member. Highest scores will be awarded for experience directly related to the proposed engagement.

#### **4.7 (M) Continuity of Account Team**

Vendors must certify its intent to commit the proposed key staff for the account team to the engagement for a minimum of one (1) year. Bidder must state its acceptance of this Mandatory Requirement.

#### **4.8 (MS) Vendor's Direct Experience and References**

Scores for this section will be based on, but not limited to, experience with the specific project roles the Vendor, and its Subcontractor(s), have performed, as well as the scope and complexity of the projects in which the Vendor, and its Subcontractor(s), have participated.

##### **4.8.1 Vendor's Direct Experience - Enterprise TeleCenters**

To be eligible to bid, Vendor's organization must meet the following minimum qualifications:

- 4.8.1.1 Vendor must have had primary responsibility for managing and coordinating all Contractor and Subcontractor activities and Products in a minimum of two (2) existing Enterprise TeleCenters, including related infrastructure, during the past five (5) years. To meet this requirement, the activities and Products for which Vendor's organization has had the requisite management and coordination responsibility must have been equivalent to those described in this RFP in Section 5, TeleCenter Integration, Section 7, Equipment, Section 8, Software/Custom Software, and Section 9, Warranty and Maintenance. The management and coordination Services used to meet the minimum requirements of this section must have been provided to each Enterprise TeleCenter for a minimum of one (1) year. Enterprise TeleCenters used to meet this requirement must be similar in complexity, size, and infrastructure components to ESD TeleCenters as described in this RFP.
- 4.8.1.2 Vendor must be a certified value-added reseller of Genesys and Nortel Products as defined in Section 4.3, *Vendor Certifications*. Vendors must provide evidence of its firm's Certifications with its Response as described in this section. Higher levels of certification may receive additional points.

The Vendor's ability to meet these minimum qualifications will be validated during the evaluation process, which will include detailed scoring of Vendor's previous experience and references.

Vendor must present an in-depth discussion of the Vendor's specific experience in the performance of the Services used to meet the minimum qualifications identified in this section. Vendors must describe completed engagements to manage, plan, design, develop, and implement successful projects in the Enterprise TeleCenters used to meet the minimum qualifications in this section. Vendor must clearly describe the scope and scale of those projects and show how they are related to ESD's needs in

ESD's TeleCenters. Vendor must describe why its experience positions the Vendor as the best candidate for the proposed engagement. The discussion must include the following for each Enterprise TeleCenter:

- Organization name;
- Geographic locations;
- Number of seats or agents per location; and
- Network topology supporting the Enterprise TeleCenter networking.

Vendor may include in its response to this section any other experience deemed relevant by the Vendor. While Vendors are required to have had primary responsibility for providing services to a minimum of two (2) existing Enterprise TeleCenters and related infrastructure during the past five (5) years, Vendors may describe additional projects they believe are appropriate to adequately convey their experience and qualifications.

Vendor may take as many pages as necessary to describe the two (2) (or more) existing Enterprise TeleCenters and related infrastructure. Descriptions of additional projects (i.e., those that do not specifically meet the minimum qualifications for reference-able projects) are limited to one (1) page per project.

#### 4.8.2 **Vendor References**

Vendor must provide a minimum of three (3) government or commercial client references. Vendor must ensure that its required reference clients complete and submit reference forms (see Appendix E) **directly** to the RFP Coordinator by the deadline set forth in the *Schedule* (Section 2). At least two of these client references must be from each of the two Enterprise TeleCenter systems that the Vendor has used to qualify for eligibility under Section 4.8.1, *Vendor's Direct Experience Enterprise TeleCenters*,

The ***TeleCenter Equipment, Software, Maintenance and Support Services*** purchased by these clients must be similar to those requested by this RFP. Each client must currently use the *TeleCenter Equipment, Software, Maintenance and Support Services*.

References to entities that are owned by the Vendor, or are owned by an individual or entity who also owns a significant interest in the Vendor, and entities in partnership or engaged in a joint venture with the Vendor, are not acceptable and do not comply with the requirements of this section.

ESD reserves the right to eliminate from further consideration in the RFP process any Vendor who, in the opinion of ESD, receives an unfavorable report from a client. ESD further reserves the right to be one of Vendor's client references based on ESD's prior experience with Vendor, and have ESD's Client Reference Form evaluated. ESD may also, at its discretion, contact other Vendor clients for references.

The Vendor is responsible for ensuring that its clients submit their reference information directly to the RFP Coordinator by the time and date specified in the *Schedule* (Section 2).

Scores for this section will be based on, but not be limited to, the Contractor's ability to successfully manage and coordinate maintenance, support and integration services; the quality and timeliness of such services and the level and quality of customer focus demonstrated by the Contractor.

#### **4.9 (MS) Use of Subcontractors/Subcontractors Direct Experience and References**

- 4.9.1 ESD will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Vendors must state if Subcontractors are being used, and if so, must complete Appendix D “*Subcontractor Matrix*”. ESD reserves the right to approve or reject any and all Subcontractors that Vendor proposes.

Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by ESD.

Subcontractor pricing for any service, activity, or product may not exceed the pricing of the Primary Contractor.

Vendor agreements with Subcontractors’ must obligate the Subcontractor to the same level of service, support and warrantee of this RFP and resulting Contract as the prime Contractor, for any work to be performed by a Subcontractor.

Vendor’s contract with Subcontractors of any tier must be available for ESD review upon request.

##### **4.9.1.1 Subcontractor Business information**

- Subcontractor Company Name,
- Address,
- Number of employees are with the Company,
- Name of Subcontractor Contact Person,
- Telephone,
- Email,
- Fax,
- Legal and MWBE Status of Subcontractor, and
- Products and Services to be provided by the Subcontractor

- 4.9.1.2 Vendor must describe each Subcontractor relationship with the Vendor. Vendor must discuss the nature of the Subcontractor organization and the management and reporting relationships between the Vendor and the Subcontractor.

- 4.9.1.3 Vendor must state their prior business relationship with the Subcontractor, and what experience they have had in working with the Subcontractor firm. ESD considers it to be advantageous for Vendors to propose Subcontractors with whom they have had long-term relationships and have had successful experiences in roles similar to those that will be performed in this engagement. Additional points may be awarded for this type of Vendor-Subcontractor relationship.

4.9.1.4 Vendor's response must include a signed statement from each Subcontractor of any tier that they have read and fully understand their firm's obligations under this RFP and resulting contract as an agent of the Contractor.

4.9.1.5 If no Subcontractors are proposed, Vendor must state so. Those Vendors not proposing Subcontractors will receive the same score for this section as received in Section 4.8.1, Vendor's Direct Experience Enterprise TeleCenters.

#### 4.9.2 Subcontractors' Direct Experience

Subcontractors, as identified in Section 4.9.1.1, *Subcontractor Business Information*, will be evaluated and scored using the same methodology as used to score Vendors. Vendor must present an in-depth discussion of the Subcontractor's specific experience in the performance of the Services used to meet the minimum qualifications identified in this section.

Vendor must present an in-depth discussion of each Subcontractor's experience in the specific area of expertise for which they will be used. Vendor must clearly describe the scope and scale of the Subcontractor's experience, and show how it is related to ESD's needs in the TeleCenters. The Subcontractor's ability to meet these minimum qualifications will be validated during the evaluation process, which will include detailed scoring of Subcontractor's previous experience and references.

If Subcontractors are proposed, they must meet the following minimum qualifications:

4.9.2.1 For work that will be performed in ESD's TeleCenters, proposed Subcontractors must have at least three (3) years of experience with the primary responsibilities for the specific area of expertise for which they will be subcontracted, in TeleCenter environments of similar complexity, size and infrastructure components to ESD's TeleCenters.

4.9.2.2 Proposed Subcontractors must be certified service providers of Genesys and Nortel Products if they will be providing such Products. Vendor must state the certifications held by proposed Subcontractors. Higher levels of certification may receive additional points.

Vendor may include in its response to this section any other experience deemed relevant by the Vendor. While Subcontractors are required to meet the minimum qualifications identified in this section, Vendors may describe additional Subcontractor(s) projects they believe are appropriate to adequately convey Subcontractor experience and qualifications. Such descriptions must be limited to one (1) page per project.

Vendor must describe in detail what role the Subcontractor will play in providing the Products and Services required under this RFP.

#### 4.9.3 Subcontractor References

Vendor must provide a minimum of three (3) government or commercial client references for each Subcontractor. Vendor must ensure that the subcontractor's reference clients submit completed reference forms (see Appendix E) directly to the RFP Coordinator by the deadline set forth in the *Schedule* (Section 2).

References to entities that are owned by the Vendor or Subcontractor, or are owned by an individual or entity who also owns a significant interest in the Vendor or Subcontractor, entities in partnership or engaged in a joint venture with the Vendor or Subcontractor, are not acceptable and do not comply with the requirements of this section.

Subcontractor references will be evaluated and scored using the same methodology as used to score Vendor references.

ESD reserves the right to check other known customers and references of Vendor and Subcontractors.

- 4.9.4 ESD requires that the Vendor responding to the RFP be the primary service provider for the ***TeleCenter Equipment, Software, Maintenance and Support Services***. The Vendor shall provide not more than forty-nine percent (49%) of these services through use of Subcontractors.
- 4.9.5 ESD prefers that there be minimal use of Subcontractors by the primary Vendor to meet the requirements of the resulting contract. Vendors must complete Appendix D, “*Subcontractor Matrix*”. The Vendor’s proposed use of Subcontractors to fulfill contract requirements, as defined in the Subcontractor Matrix, will be used in determining their score for Section 4.9.

#### **4.10 (M) Vendor Prior Contract Performance**

Vendor must submit full details of all Terminations for Default for performance to the ***TeleCenter Equipment, Software, Maintenance and Support Services*** requested by this RFP experienced by the Vendor in the past three (3) years within the United States, including the other party’s name, address and telephone number.

“Termination for Default” is defined as notice to Vendor to stop performance due to the Vendor’s non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.

ESD will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFP may be jeopardized by selection of the Vendor.

If the Vendor has experienced no such Terminations for Default in the past five years, so declare.



#### 4.11 (M) Contract Deliverables

The Vendor will provide all of the following deliverables as part of the Contract resulting from this solicitation.

<b>Title</b>	<b>Content</b>	<b>Audience</b>	<b>When Delivered</b>
<b>Transition Plan; Start of Contract</b>	The Transition plan for the Transition Period - Start of Contract is a refinement of the plan included in Vendor's proposal. (Reference Section 9.4) It will include, but not be limited to review and updating of the transition plan, Product Certification of all Products, transfer of licenses as required, knowledge transfer, transfer of maintenance agreements, and ensuring uninterrupted support of the TeleCenter operations.	<b>Business Manager</b>	Upon Contract Execution. Review and Presentation May 24, 2010
<b>Notification Of Compatibility And Integration Issues</b>	Vendor must review ESD's TeleCenter Infrastructure, and notify ESD of all known compatibility or integration issues between Vendor's Products and ESD's existing telecommunications-related Equipment, Software/Custom Software, Products, infrastructure and other products. Reference RFP Section 5.2.2	<b>Business Manager/ Voice and Data Telecomm Group Manager</b>	Within <b>30</b> days of Contract Execution
<b>Network Operations Center (NOC)</b>	NOC will be the central point of contact for all service related issues, and the initial point of contact for all trouble tickets. See Section 9.2.1	<b>Business Manager/ Voice and Data Telecomm Group Manager</b>	Operational on or before July 1, 2010; 12:00 am
<b>Monthly Maintenance Performance Reports</b>	1. A review of all new and outstanding trouble tickets for the reporting period; 2. Initial response times, and time to resolution, for every trouble ticket issued; and 3. A description of corrective actions performed. Reference RFP Section 5.1.4	<b>Voice and Data Telecomm Group Manager</b>	Monthly on 10 <sup>th</sup> business day
<b>Software/ Custom Software Inventory</b>	Vendor must, on a semi-annual basis; delivered 30 days prior to the semi-annual anniversary, provide ESD with an updated inventory of Software/Custom Software being maintained by Vendor.(Reference RFP Sections 9.8 and 9.13.2.3)	<b>Business Manager</b>	Semi-Annual
<b>Equipment Inventory</b>	Vendor must, on a semi-annual basis, delivered 30 days prior to the semi-annual anniversary, provide ESD with an updated inventory of Equipment being maintained by Vendor.	<b>Business Manager</b>	Semi-Annual

<b>Maintenance Activity Report</b>	Maintenance charges will be adjusted to reflect the then-current configuration for the next billing period (Reference Sections 9.8 and 9.12.2.2) Upon completion of each maintenance call, Vendor must furnish a maintenance activity report to ESD (Reference RFP Section 9.12.2.6)	<b>Voice and Data Telecomm Group Manager</b>	As required per maintenance call
<b>Disaster Recovery/Business Continuity plan</b>	Vendor shall provide a Disaster Recovery/Business Continuity plan, which shall consist of a comprehensive list of actions to be taken in response to a disaster. (Reference Section 0)	<b>Business Manager/Voice and Data Telecomm Group Manager</b>	Within six (6) months of contract signing.

#### 4.12 (M) Insurance

The successful Vendor is to furnish ESD with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Such insurance policies shall name ESD as an additional insured and have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation has been given to ESD by the insurer.

The Vendor shall, at Vendor's own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the Contract. The Vendor shall furnish evidence in the form of a certificate of insurance that insurance shall be provided, and a copy shall be forwarded to ESD within fifteen (15) days of the Contract effective date.

4.12.1 Vendor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Vendor shall provide written notice of such to Purchaser within one (1) Business Day of Vendor's receipt of such notice. Failure to buy and maintain the required insurance may, at Purchaser's sole option, result in this Contract's termination. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

4.12.2 Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

- 4.12.3 Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
  - 4.12.4 Employers Liability insurance covering the risks of Vendor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
  - 4.12.5 Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million.
- 4.13 (M) Dun & Bradstreet Report
- Vendor must have a "good" or better Dun & Bradstreet Composite Credit Appraisal rating. Vendor must submit a copy of a recent Dun & Bradstreet report listing its Financial Strength rating.
- 4.14 (M) Vendor remote support and monitoring
- Vendor remote support and monitoring will be provisioned at all times utilizing ESD security infrastructure. Vendor agrees to comply at all times with ESD and state security regulations as well as the provisions concerning use of ESD Computing Resources contained in Appendix B, Model Contract Terms and Conditions).
- 4.15 (M) ESD Acceptable Use Policy
- ESD Computing Resources shall mean ESD's computers and communication networks and the Washington State Government networks which are connected thereto.
- Vendor agrees that at all times during the term of the resulting Contract that Vendor will refrain from the following activities with respect to any access to the ESD Computing Resources:
- 4.15.1 Use of the ESD Computing Resources for any purpose not reasonably related to fulfillment of Vendor's obligations under the resulting Contract.
  - 4.15.2 Use of the ESD Computing Resources for any unlawful purpose
  - 4.15.3 Use of the ESD Computing Resources for transmission of any content that is obscene pornographic, libelous, invasive of privacy rights, or advocates violence, bigotry, or bias based on race, color, religion, ancestry, national origin, gender orientation, or physical or mental disability.
  - 4.15.4 Use of the ESD Computing Resources to access without prior authorization any data, computers, accounts, or networks belonging to another party, or attempting to penetrate the security of another system. This includes activities that might be used to facilitate unauthorized system penetration (i.e. port scans, stealth scans, packet sniffing or other information gathering activity).

- 4.15.5 While connected to the ESD Computing Resources, adding, removing, or modifying identifying network header information (often known as "spoofing") in an effort to deceive or mislead.
- 4.15.6 Altering, tampering, or otherwise modifying the ESD Computing Resources, or the Software or ESD equipment used to provide services on the ESD Computing Resources.
- 4.15.7 Providing access to the ESD Computing Resources to any entities not previously authorized in writing by ESD.
- 4.15.8 Using the ESD Computing Resources for a means other than performing a purpose reasonably related to the fulfillment of Vendor's obligations under the resulting Contract.
- 4.15.9 Impersonating any person or entity, including, but not limited to, an agency or official of the State of Washington, falsely state or otherwise misrepresent Vendor's affiliation with ESD or the State of Washington.
- 4.15.10 Use of the ESD Computing Resources to transmit any material (by email, uploading, posting, file transfer or otherwise) that infringes any copyright, trademark, patent, trade secret, or other intellectual property rights of any third party.
- 4.15.11 Accessing or attempting to access the ESD Computing Resources after termination or expiration of this Contract, a Field Order, Statement of Work, or other authorizing document.
- 4.15.12 Uploading, emailing, posting, otherwise transmitting, or posting links to any material that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware, telecommunications equipment, or data or to diminish the quality of, interfere with the performance of, or impair the functionality of the ESD Computing Resources.

## SECTION 5

### 5. TELECENTER INTEGRATION

Vendor must, at no additional costs other than those proposed in Section 10, *Financial Response*, provide the Products and Services outlined in this section.

#### 5.1 Single Point of Contact Roles and Responsibilities

Vendor must act as the Single Point of Contact (SPOC) for ESD with the Vendor's Subcontractors, Product manufacturers and other relevant third parties for the Services described in this RFP. Subcontractors cannot be utilized to perform the management and coordination activities delineated in Subsection 5.1.1, *(MS) TeleCenter Management and Coordination*. However, Subcontractors may be utilized to assist Vendor in the performance of other SPOC roles and responsibilities described herein.

##### 5.1.1 (MS) TeleCenter Management and Coordination

The Vendor will be required to manage and coordinate all Vendor and Subcontractor activities and Products under the Contract including those described in (Section 5) *TeleCenter Integration* requirements, (Section 6) *Product Acceptance Process* requirements, (Section 7) *Equipment* requirements, (Section 8) *Software/Custom Software* requirements, and (Section 9) *Warranty, Maintenance and Service* requirements. Vendor shall be solely responsible for the outcomes of all such activities. This includes resolving disputes and other issues that may arise between Vendor and Subcontractors. Subcontractors cannot be utilized to perform the TeleCenter management and coordination activities delineated in this section.

Vendor must describe in detail the proposed approach to meet this requirement. The discussion must be of sufficient detail to allow the evaluation team to determine how well the proposed approach will meet ESD's requirements.

Vendor must discuss how its approach will be tailored to the needs of ESD as described in this section. Vendor must describe specific methodologies and techniques that will be used.

Vendor must state its experience relative to this requirement, and why it makes them the best candidate.

Scores for this section will be based on, but are not limited to, the degree to which the Vendor demonstrates that the approach is proven and represents the best value to ESD.

##### 5.1.2 (MS) TeleCenter Integration

Vendor must provide integration Services that relate to the introduction of new Products within the TeleCenter environment, and integrating such Products with

the existing TeleCenter components and Products without disruption to the operation of the TeleCenter and delivery of services to customers.

Vendor must describe in detail its proposed approach to meet this requirement, including Subcontractors. The discussion must be of sufficient detail to allow the evaluation team to determine how well the proposed approach will meet ESD's requirements.

Vendor must discuss how its approach will be tailored to the needs of ESD as described in this section. Vendor must describe specific methodologies and techniques that will be used.

Vendor must state its experience relative to this requirement, and why it makes them the best candidate.

Scores for this section will be based on, but are not limited to, the degree to which the Vendor demonstrates that the approach is proven and represents the best value to ESD.

#### 5.1.3 (MS) Business and Technical Solutions

In accordance with a Statement of Work, Field Order or other authorizing document, Vendor shall provide the Purchased or Personal Services necessary to create and support complete business and technical solutions for the effective and efficient operation of the TeleCenter and business environment, including, but not limited to the Purchased and Personal Services as described in Subsection 10.7.2, *(MS) Guaranteed Hourly Rates for Technical and Consulting Services*.

Vendor must describe in detail how it proposes to provide such Services, including use of Subcontractors.

Vendor must describe the proposed approach to meet this requirement. The discussion must be of sufficient detail to allow the evaluation team to determine how well the proposed approach will meet ESD's requirements.

Vendor must discuss how its approach will be tailored to the needs of ESD as described in this section. Vendor must describe specific methodologies and techniques that will be used.

Vendor must state its experience relative to this requirement, and why it makes them the best candidate.

Scores for this section will be based on, but are not limited to, the degree to which the Vendor demonstrates that the approach is proven and represents the best value to ESD.

#### 5.1.4 (M) Monthly Maintenance Performance Reports

Vendor must provide to ESD, on the tenth Business Day of each month, a Monthly Maintenance Performance Report that includes the following:

1. A review of all new and outstanding trouble tickets for the reporting period;
2. Initial response times, and time to resolution, for every trouble ticket issued; and
3. A description of corrective actions performed.

#### 5.1.5 (M) Vendor Account Team/ ESD Meetings

Vendor must agree to participate in the following meetings in Olympia, WA:

1. Quarterly reviews: Held for ESD management staff as an executive level briefing and review, including overview of service levels, new technologies and progression towards ESD's business and information technology (IT) goals.
2. Monthly review: Held with ESD's management staff, the Vendor Account Manager (or equivalent) or service manager (or equivalent) to review service levels, including, but not limited to specific trouble tickets and Vendor's action in response to them.
3. Biweekly meetings: Held with ESD's management staff, the Vendor Account Manager (or equivalent) and other Vendor staff as needed to address service levels, new initiatives and similar topics.
4. In addition to regularly scheduled meetings, Vendor shall be required to participate in technical reviews, white board discussions, and similar efforts, at ESD's request. Vendor's Account Manager will assemble the necessary Vendor-managed resources, either in person or via teleconference, as required to meet ESD's needs. Either party may include third parties of its choosing. If desired by Vendor, such third parties may be required to execute a confidentiality agreement with ESD.

## 5.2. General Support Requirements

### 5.2.1. (MS) ESD and Certified Third Party Products and Services

ESD reserves the right to utilize its own staff and certified third parties, (e.g. manufacturers, integrators and developers) to provide Products and Services. Said Products and Services, subject to agreement by Vendor, which Vendor may not unreasonably withhold, shall be integrated into the TeleCenter infrastructure by Vendor and supported by the Vendor. The use of such Products and Services shall not nullify the Vendor's responsibilities to provide integration Services and contracted maintenance and warranty services as described in Section 9;  
*Warranty, Maintenance and Service requirements*

Vendor must describe in detail how it would provide such Services, including how Vendor proposes to give ESD the greatest flexibility to use ESD and third party personnel. Vendor must describe in detail how it proposes to address off-the-shelf and custom Products, including how Vendor will ensure effective transfer and continuity of warranty and maintenance services in a way that would be transparent to ESD.

#### **5.2.2. (M) Compatibility and Integration Issues**

To mitigate the possibility of integration issues, ESD has provided an inventory of the existing TeleCenter Infrastructure. This inventory is located in Exhibit C, *ESD TeleCenter Infrastructure*. Within ten (10) days of contract execution, or as otherwise negotiated by the parties, Vendor must review Exhibit C, *ESD TeleCenter Infrastructure*, and notify ESD of all known compatibility or integration issues between Vendor's Products and ESD's existing TeleCenter-related Equipment, Software/Custom Software, Products, infrastructure and other products prior to purchase and/or introduction of new or additional Vendor Products into the ESD's TeleCenter Infrastructure. If any known compatibility or integration issues exist, Vendor must inform ESD in writing of any possible impacts and work-arounds available. If failure of the Vendor to provide written notification of the existence of known compatibility or integration issues to ESD results in the inability of the Product to meet the Standard of Performance, Vendor must remedy the situation in its entirety as regards Vendor Products, at no additional charge to ESD and in accordance with the Section 9, *Warranty, Maintenance and Service Requirements*.

#### **5.2.3. (M) TeleCenter Testing, Upgrading or Modification**

TeleCenter testing, upgrading or modification in the TeleCenter production environment during TeleCenter Operational Hours by the Vendor will be permitted only with advance written approval of ESD's Voice and Data Telecommunications Group Manager or designee. Subject to written approval from the ESD Manager, Vendor shall be authorized to conduct remote diagnostics, review log files and conduct troubleshooting procedures during Business Hours as long as such actions do not impact the TeleCenter production environment. Vendor must state its acceptance of this mandatory requirement.

#### **5.2.4. (M) Product Process Flow**

Vendor shall provide Products to ESD in accordance with a Statement of Work, Field Order, or other authorizing document and shall, as appropriate, follow the processes for Installation, Deployment, Documentation, Acceptance, Warranty and Maintenance as described in this RFP and its Mandatory Requirements. A flowchart outlining the basic steps of the process has been provided in Exhibit D, *Product Process Chart*.



### **5.3. (M) Compliance with Standards**

Vendor represents that all Products shall conform to applicable industry standards and Specifications.

### **5.4. Delivery**

#### **5.4.1. (M) Delivery Date**

Vendor must deliver the Products ordered pursuant to the Contract on the Delivery Date and time specified by ESD in the Statement of Work or Field Order. For any exception to this Delivery Date and time, Vendor must notify ESD and obtain prior approval in writing by the ESD Project Manager. Time is of the essence with respect to delivery and Vendor may be subject to service remedies or termination.

## SECTION 6

### 6. PRODUCT ACCEPTANCE PROCESS

Contractor must, at no additional costs other than those outlined in Section 10, *Financial Proposal*, provide the Products and Services outlined in this section. Except as otherwise set forth in a Statement of Work, Field Order or other authorizing document, this section establishes the process whereby ESD shall grant Product Acceptance. Acceptance is part of the overall Product process described in Section 5.2.4, *(M) Product Process Flow*, and as depicted in Exhibit D, *Product Process Chart*.

#### 6.1 (M) Initial Acceptance Period

The initial Acceptance Period shall be a minimum of thirty (30) calendar days, or as otherwise stated in writing in a Statement of Work, Field Order or other authorizing document.

#### 6.2 (M) Defective Equipment

During the Acceptance Period, Contractor must adjust, repair, or replace all Equipment that is defective or not performing in conformance with the Standard of Performance. All costs for such adjustments, repairs or replacements, including all costs for replacing parts or units, Installation, and any transportation and delivery fees, must be at Contractor's expense. Any defective Equipment must be repaired or replaced for ESD so that it conforms to the Standard of Performance.

#### 6.3 (M) Conformance to Terms and Conditions

Contractor agrees that all Services during the Product Acceptance Process, if any, shall conform to the requirements for maintenance for similar Equipment as set forth in the Section 9, *Warranty Maintenance and Service Requirements*.

#### 6.4 (M) Standard of Performance

The Standard of Performance shall be one hundred percent (100%) compliance with Acceptance Criteria during the Acceptance Period, or as otherwise defined in the Statement of Work, Field Order or other authorizing document. Acceptance Criteria must be stated in writing, and shall be binding. The Standard of Performance also applies to all additional, replacement or substitute Products and any Products that have been modified by or with the written approval of Contractor after having been Accepted.

#### 6.5 (M) Acceptance in Production Environment

Unless otherwise specified in a Statement of Work, Field Order, or other authorizing document, Product Acceptance must be conducted in an ESD production environment.

## **6.6 (M) Standard of Performance and Acceptance Date**

No Product shall be accepted and no charges shall be paid until the Standard of Performance has been met. The effective Acceptance Date shall be the first Business Day following the successful attainment of the Standard of Performance and shall be formalized in a notice of Acceptance from ESD to Contractor.

## **6.7 (M) Initial Acceptance Period Not Met**

In the event the Product does not meet the Standard of Performance during the initial Acceptance Period, ESD may extend the initial Acceptance Period on a day-to-day basis for up to thirty (30) additional calendar days.

## **6.8 (M) Continuance of Acceptance Period**

If the Product continues to fail to meet the Standard of Performance, ESD, at its sole option, may:

- a)** Continue the Acceptance Period on a day-to-day basis; or
- b)** Require the Contractor to engage a presence at ESD-designated site(s) from the Product manufacturer, or other relevant third parties acceptable to ESD and mutually agreed upon by Contractor and ESD in writing and for which such agreement shall not be unreasonably withheld by Contractor, for direct intervention at the Contractor's cost and at no cost to ESD; or
- c)** Require replacement or removal of Product by Contractor at no cost to ESD; or
- d)** Terminate the Product order in its entirety in which event Contractor must pay all costs related to the preparation and shipping for Product returned pursuant to this section.

## SECTION 7

### 7. EQUIPMENT

Contractor must, at no additional costs other than those outlined in Section 10, *Financial Proposal*, provide the Products and Services outlined in this section.

#### 7.1 Specifications and Configurations

##### 7.1.1 (M) New Equipment

Contractor must warrant that each item of Equipment delivered will conform to that item's detailed specifications in all material respects relating to the functioning of the Equipment, including, but not limited to: physical characteristics, operating characteristics, space requirements, power requirements, maintenance or warranty characteristics, modularity and compatibility as may be modified in writing and agreed to by the parties.

##### 7.1.2 (M) Obsolete Equipment

Unless otherwise agreed to by ESD in writing, any Equipment that is considered or becomes "end of production", or "end of life", or is otherwise deemed by the manufacturer to be obsolete, within twelve (12) months after being purchased from Contractor must, at ESD's sole discretion, be replaced by Contractor at no additional cost to ESD. This includes the cost of shipping, installing and upgrading any components associated with the Equipment.

##### 7.1.3 (M) Equipment Configurations

For the purpose of delivery and performance under the Contract, Equipment purchased must be grouped together in one or more Equipment configurations, including where applicable; embedded code, firmware, Internal Code, microcode, and/or Software as set forth in Contractor's Specifications. Any such configuration shall be deemed incomplete and undelivered if any item of Equipment within that configuration has not been delivered, or if delivered, not Installed or Operational in accordance with Section 7.2, *Installation and Deployment*, and Appendix B, *Model Contract Terms and Conditions*, Section 1.12, *Delivery*.

##### 7.1.4 (M) Right to Connect

Upon notification to Contractor and receipt of Contractor's approval, which shall not unreasonably be withheld, ESD shall have the right to connect the Equipment purchased under the Contract to any equipment manufactured or supplied by others including, but not limited to; other computers, peripheral equipment, terminal devices, communications equipment, software and the like that interface with the Equipment purchased.

##### 7.1.5 (M) Test Point Identification

Contractor must agree, if requested by ESD, to identify for all items of Equipment supplied under the Contract all appropriate test points for connecting commercially available equipment monitors designed to measure system capacity, performance, or activity.

## **7.2 Installation and Deployment**

### **7.2.1 (M) Environment Preparation**

ESD shall prepare the environment for the Equipment based upon written requirements provided by Contractor and agreed to by the parties. Contractor's specialists must be available to provide required consultation related to environment preparation at no extra cost to ESD apart from the costs presented in the Field Order, Statement of Work or other authorizing document. Contractor must reimburse ESD for all costs incurred by ESD to meet any requirements for the environment not disclosed in Contractor's cost proposal, Statement of Work, Field Order or other authorizing document.

### **7.2.2 (M) Installation of Equipment**

Contractor must install the Equipment, ready for Deployment, in accordance with the date and time specified in the approved project schedule, or as otherwise mutually agreed upon by both parties in writing in a Statement of Work, Field Order or other authorizing document. Failure to meet the Installation Date(s) may subject Contractor to service remedies or termination unless such failure is caused by acts or omissions of ESD.

### **7.2.3 (M) Maintenance and Services during Installation Period**

Contractor must be responsible, at no cost to ESD, for maintaining and servicing the Equipment during the Installation Period, Deployment Period and Acceptance Period in accordance with the requirements for maintenance for similar Equipment as set forth in Section 9, *Warranty, Maintenance and Service Requirements*.

### **7.2.4 (M) Patches**

During the Installation Period, Deployment Period and Acceptance Period Contractor, at no additional cost to ESD, must provide patches deemed critical by the manufacturer, or security patches necessary to ensure the safe and secure operation of the Equipment. This section shall also apply to equipment purchased by ESD from a third party that is configured and installed by Contractor. In the event such patches are installed during the Acceptance Period, ESD may extend the Acceptance Period by an amount equal to the originally agreed upon Acceptance Period.

### **7.2.5 (M) Backups, Purges and Other Routine Maintenance**

Contractor must, in conjunction with ESD, perform backups, purges and other routine maintenance and support as shall be required during the Installation Period, Deployment Period and Acceptance Period.

### **7.2.6 (M) Equipment Burn-in**

Prior to the Deployment Period, Equipment must be burned-in for a minimum of twenty-four (24) hours or as otherwise specified in a Statement of Work, Field Order or other authorizing document.

### **7.2.7 (M) Equipment Deployment Period**

After Installing the Equipment, the Deployment Period shall begin. The Equipment Deployment Period shall be conducted as follows:

1. Contractor must provide ESD with documentation of a successful Contractor System Audit, performed at ESD's Installation site using Contractor's diagnostic routines that demonstrate that the Equipment meets or exceeds the Specifications.
2. Contractor must certify to ESD in writing that the Equipment is ready for Customer Validation.
3. After reviewing such documentation, ESD may conduct additional testing and validation as reasonably required and shall, upon obtaining successful results, acknowledge in writing that the Equipment is Operational and ready to enter into the Acceptance Process.
4. Upon completion of successful Deployment, Contractor must notify ESD that they are ready to enter into the Acceptance Process.

### **7.2.8 (M) Consolidation of Equipment-related Information**

The Contractor must consolidate all Product-related information (e.g. compact discs, Software licenses and manufacturer's documentation), and provide it to ESD at one time, prior to commencement of the Acceptance Process.

## **7.3 (M) Parts Availability for Equipment**

For all Equipment, the Contractor must make available original equipment manufacturer (OEM) replacement parts, or ESD approved equivalent, for the term of the Contract or as mutually agreed in a Statement of Work, Field Order or other authorizing document.

## **7.4 (M) Equipment Documentation**

Contractor must provide two (2) complete sets of documentation for each Equipment order, including technical, electrical, maintenance and Installation information and will provide updated documentation for the term of the Contract. There shall be no additional charge for documentation or the updates, in whatever form provided. Contractor's Equipment documentation must conform to the requirements as specified in a Statement of Work, Field Order or other authorizing document. Equipment documentation must be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, electrical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing ESD access to Contractor's web-based documentation. Contractor may also provide such information on CD-ROM. Except for third party-provided documentation; Contractor must grant ESD the right to make derivative works, update, modify copy or otherwise reproduce the documentation furnished pursuant to this section at no additional charge.

## **7.5 (M) Title to Equipment**

Transfer of title to the Equipment to ESD must include an irrevocable, fully paid-up, perpetual license to use the Internal Code in the Equipment. If ESD subsequently transfers title to the Equipment to another entity, ESD must have the right to transfer the license to use the Internal Code with the transfer of Equipment title. A subsequent transfer of this license shall be at no additional cost or charge to either ESD or ESD's transferee.

## SECTION 8

### 8. SOFTWARE/CUSTOM SOFTWARE

Vendor must, at no additional costs other than those outlined in Section 10, *Financial Proposal*, provide the Products and Services outlined in this section.

#### 8.1 (M) License Grant: Freedom of Use

ESD may provide information processing services to the public through Internet applications. Software delivered under the Contract may be used in the delivery of these services. Vendor must acknowledge and agree that such use of Software Products is acceptable under the licensing agreements purchased pursuant to the Contract.

#### 8.2 Vendor Software/Custom Software Installation and Deployment

For Software/Custom Software installed by Vendor, said Software/Custom Software shall be installed on ESD's designated Equipment/equipment in accordance with the Statement of Work, Field Order or other authorizing document.

##### 8.2.1 (M) Software/Custom Software Installation

At a minimum, Vendor must install the Software/Custom Software, ready for Deployment, in accordance with the date and time specified in the approved project schedule, or as mutually agreed upon by both parties in writing. Failure to meet the Installation Date(s) may subject Contractor to service remedies or termination, unless such failure is caused by acts or omissions of ESD.

##### 8.2.2 (M) Software/Custom Software Deployment Period

After installing the Software/Custom Software the Deployment Period shall begin. The Software/Custom Software Deployment Period shall be conducted as follows:

:

1. Vendor must provide ESD with documentation of a successful Vendor System Audit, performed at ESD's Installation site using Vendor's diagnostic routines that demonstrates that the Software/Custom Software meets or exceeds the Specifications.
2. Vendor must certify to ESD in writing that the Software/Custom Software is ready for Customer Validation.
3. After reviewing such documentation, ESD may conduct additional testing and validation as reasonably required and shall, upon obtaining successful results, acknowledge in writing that the Software/Custom Software is Operational and ready to enter into the Acceptance Process.

##### 8.2.3 (M) Deployment Completion of Software/Custom Software

Upon completion of successful Deployment, Vendor must notify ESD that it is ready to enter into the Acceptance Process.



#### **8.2.4 (M) Consolidation of Software/Custom Software-related Information**

Vendor must consolidate all Product-related information (e.g. compact discs, Software licenses and manufacturer's documentation), and provide it to ESD at one time, prior to commencement of the Acceptance Process.

### **8.3 (M) Software/Custom Software Documentation**

Vendor must provide two (2) complete sets of documentation for each Software/Custom Software order, including technical, maintenance, and Installation information and will provide updated documentation for the term of the Contract. Vendor must also provide two (2) complete sets of documentation for each updated version of Software/Custom Software that Vendor provides pursuant to Section 9.13.2, *Software/Custom Software Maintenance*, for the term of the Contract. There shall be no additional charge for this documentation or the updates, in whatever form provided. Vendor's Software/Custom Software documentation must conform to the requirements as specified in a Statement of Work, Field Order or other authorizing document. Software/Custom Software documentation must be comprehensive, well structured, and indexed for easy reference.

If Vendor maintains its technical, maintenance and Installation documentation on a web site, Vendor may fulfill the obligations set forth in this section by providing ESD access to Vendor's web-based documentation. Vendor may also provide such information on CD-ROM. Except for third party-provided documentation; Vendor grants ESD the right to make derivative works, update, modify, copy or otherwise reproduce the documentation furnished pursuant to this section at no additional charge.

## SECTION 9

### 9. WARRANTY, MAINTENANCE AND SERVICE REQUIREMENTS

Respond to the following requirements per the instructions in Section 3.9.

#### 9.1. (M) TeleCenter Equipment

A complete list of the equipment for which *TeleCenter Equipment, Software, Maintenance and Support Services* must be bid is provided in Exhibit C, *ESD TeleCenter Infrastructure*. This equipment is located in Seattle, Spokane, Lacey, and Olympia.

#### 9.2. (M) TeleCenter Maintenance Support Minimum Requirements

Vendor must, at a minimum, provide maintenance support for Equipment and Software three hundred sixty-five (365) days of the year at the support level described in Appendix C, *Guaranteed Response Times and Actions*.

Additionally, Vendor must provide the following Services:

##### 9.2.1 (M) Network Operations Center (NOC) Services Requirements

The Vendor must provide the comprehensive services of a Network Operations Center (NOC) as required in this section. As a minimum, the NOC must provide the following:

- The NOC must be the central point of contact for all service related issues, and as such will be the initial point of contact for all trouble tickets;
- The NOC will manage all trouble tickets to resolution and manage the Escalation as required;
- Ensure account team and ESD are informed of progress on all trouble tickets;
- The NOC shall afford ESD with direct access via telephone and email to all support services twenty-four (24) hours per day, seven days per week, 365 days per year;
- Response times in accordance with Appendix C, *Guaranteed Response Times and Actions*;
- Cradle-to-grave incident tracking of issues;
- Regularly scheduled weekly system status checks, and daily systems status checks as required by ESD;
- Assistance in identifying and determining the causes of suspected errors or malfunctions in the TeleCenter equipment; and
- Advice on detours or workarounds for identified errors or malfunctions, where reasonably available.

##### 9.2.2 (MS) Performance and Fault Monitoring and Event Notification

- Vendor must provide performance and fault monitoring for all systems identified for monitoring in Exhibit C, *ESD TeleCenter Infrastructure*.

- Vendor must, upon receipt of an alarm/event notification to Vendor NOC perform the following:
  - Determine the nature and scope of the problem;
  - Contact ESD-designated 24-hour resource;
  - Receive ESD-assigned Severity Level for the incident;
  - Initiate trouble ticket; and
  - Perform trouble resolution in accordance with Appendix C, *Guaranteed Response Times and Actions*.

- Vendor must describe in detail how it proposes to conduct performance and fault monitoring, including automatic notification of alarms to Vendor NOC for specific events, conditions and problems. Additionally, Vendor must detail how it will (1) detect faults upon an alarm receipt, (2) diagnose the problem, and (3) the actions that will be taken to meet the required response times outlined in Appendix C, *Guaranteed Response Times and Actions*.

### 9.3. (MS) TeleCenter Warranty and Maintenance Services

Vendor must state its experience relative to Section 9.2, *(M) TeleCenter Maintenance & Warranty Support Minimum Requirements*, and why it makes their firm the best candidate.

Vendor must also describe in detail the proposed approach to meet these requirements. The discussion must be of sufficient detail to allow the evaluation team to determine how well the proposed approach will meet ESD's requirements.

Vendor must discuss how its approach will be tailored to the needs of ESD as described in this section. Vendor must describe the specific Subcontractors that will be used, for what purpose, at what point they will be used, and complete Appendix D; “*Subcontractor Matrix*”; as appropriate.

Scores for this section will be based on, but are not limited to, the degree to which the Vendor demonstrates that the approach is proven and represents the best value to ESD.

### 9.4. (MS) Transition Plan- Start of Contract

Vendor must, at no additional costs other than those outlined in Section 10, *Financial Proposal*, provide the Services outlined in this section.

Vendor’s proposal must include a start of contract “Transition Plan”. Upon execution of the Contract, Vendor agrees to fully cooperate with ESD and the incumbent Contractor in all aspects of transitioning the work within the scope of this Contract in accordance with the transition plan for the Transition Period - Start of Contract.

The Transition Period - Start of Contract shall be approximately sixty (60) days in duration following the execution of the Contract. Full transfer of responsibilities must occur by 12:01 a.m., July 1, 2010 - the expiration of the contract with the current Vendor.

Upon execution of the Contract, Vendor agrees to fully cooperate with ESD and the incumbent Contractor in all aspects of transitioning the work within the scope of the Contract, including, but not limited to: the Product Certification of all Products, transfer of licenses, knowledge transfer, transfer of maintenance agreements, and ensuring uninterrupted support of the existing TeleCenter operations. Upon conclusion of the current contract, Vendor shall assume responsibilities for providing all Services required in this RFP (e.g. network operations center, maintenance for Equipment and Software, outstanding trouble tickets, SPOC role, etc.).

During the Transition Period - Start of Contract, Vendor must validate the inventory of Equipment and Software provided in Exhibit C, *ESD TeleCenter Infrastructure*. The validated inventory will be used to establish the actual quantity of units to be maintained.

Vendor's "Transition Plan – Start of Contract" must provide a narrative description how it will transition responsibilities for the Services required under this RFP. The description must include, but not be limited to,

- Schedule,
- Process for validation of the inventory of Equipment and Software provided in Exhibit C, *ESD TeleCenter Infrastructure*,
- What the Vendor requires of ESD,
- What the Vendor requires of the incumbent Contractor; and
- Task breakdown.

The plan for the Transition Period - Start of Contract shall include a review, on approximately May 17, 2010 for presentation of evidence and assurance of a successful and effective transfer.

#### **9.5. (M) Vendor Acceptance of Equipment and Software/Custom Software**

Vendor must be able to assume responsibility for the ESD account by July 1, 2010, including full warranty, maintenance and service on all of the systems listed in Exhibit C *ESD TeleCenter Infrastructure*.

ESD requires that the Vendor must, at no additional costs other than those outlined in Section 10, *Financial Proposal*, accept all products to be covered for maintenance by the resulting Contract "As-Is" (equipment, software/custom software). These products are, and have been under maintenance contract with the incumbent contractor, and as such meet the Standard of Performance.

ESD will neither allow nor pay for any modifications, upgrades, repairs, corrections or replacements as a condition of transition to the ASV. Vendor must state acceptance of this Mandatory Requirement.

#### **9.6. (MS) Vendor Transition Experience**

Vendor must discuss its previous experience with performing the transition activities similar to those discussed in Section 9.4, *(MS) Transition Plan - Start of Contract*, (e.g. transfer of licenses, Product Certification, etc.).

Scores for this section will be based on, but are not limited to, the degree to which the Vendor demonstrates that the experience was successful.

**9.7. (M) Transition Period - End of Contract**

Upon conclusion of the Contract, either by expiration or termination, Vendor agrees to fully cooperate with ESD and the successor Vendor(s), if any, in all aspects of transitioning the work within the scope of this Contract to the successor Vendor(s), including, but not limited to, the re-certification of all Equipment, transfer of licenses, knowledge transfer, transfer of maintenance agreements, and ensuring uninterrupted support of the TeleCenter operations. The details of such transition activity, including service remedies and payments, shall be outlined in a Statement of Work.

**9.8. (M) Periodic Inventory and Audit**

After the initial inventory performed during the Transition Period - Start of Contract, audits will be performed semi-annually, to be delivered thirty (30) days prior to the semi-annual anniversary. Maintenance charges will be adjusted to reflect the then-current configuration for the next billing period.

**9.9. (M) Coterminous Maintenance Periods**

The term of all maintenance and support provided pursuant to the Contract shall be coterminous with the expiration or termination of the Contract unless otherwise terminated in accordance with the Termination, Suspension, and Remedies clause of Attachment B, General Terms and Conditions.

**9.10. Response Time and Actions**

**9.10.1 (M) Minimum Required Response Times**

At a minimum, required Contractor response times and actions shall be based on the Severity Level of the problem to be resolved, as defined by ESD, and reported to the Contractor, and the TeleCenter component(s) effected (e.g. PBX, Genesys, Symposium or Periphonics IVR). Although specific warranty and maintenance Services are delineated in this RFP for Equipment and Software/Custom Software, Contractor's response, as Single Point of Contact for TeleCenter Integration, shall be in accordance with Appendix C, *Guaranteed Response Times and Actions*, regardless of whether the incident is Equipment or Software/Custom Software or warranty or maintenance related.

**9.10.2 (M) Failure to Meet Guaranteed Response Times**

At a minimum, in the event the problem cannot be resolved within the guaranteed Contractor response times or a Product does not meet the Standard of Performance following corrective action; ESD may, at its sole discretion:

- a) Require Contractor to continue work without unreasonable interruption until problem is resolved; or

b) Require Contractor, if problem cannot be resolved and, as mutually agreed upon by both parties, to supply sufficient qualified Contractor staff at ESD designated site(s) to resolve problem at the Contractor's cost and at no cost to ESD. Such agreement by Contractor shall not be unreasonably withheld.

## **9.11. Severity Levels**

### **9.11.1 (M) Severity Level Criteria**

Severity Levels will be determined and assigned solely by ESD. The severity level can be changed by ESD if business impacts change. Severity levels are based upon:

1. • The degree and nature of the loss of service to the ESD's business environment including its customers.
2. • The mission critical area of ESD effected. An application, platform, function, or feature is considered to be mission critical if it meets one of the following criteria:
  - Necessary or required to route or deliver an inbound call to a targeted agent in a given TeleCenter.
  - Necessary or required to route an outbound call from a user to an external location on the Public Switched Telephone Network.
  - Necessary or required to route or deliver calls within or between TeleCenters, sites or locations.
  - Required to modify, control, administer or manage the delivery of inbound calls to a targeted agent or other user.
  - Required to provide management information necessary to make accurate and timely decisions regarding management of call volume or TeleCenter staff.
  - Required to receive, store, and provide system and agent configuration information
  - Required to provide interactive voice response.
  - Necessary to store and provide claimant related information to and from a host database to an agent.
  - Necessary to provide troubleshooting and other performance related information regarding TeleCenter telecommunications components and Products identified in this RFP.

- Required to ensure that ESD client calls receive prescribed call treatment while in queue.
- Required to provide voice processing service to agents and other users.
- Necessary to route electronic media such as fax, e-mail, images, video, etc. to one or many locations.

### **9.11.2 (M) Severity Levels Defined**

Vendor must agree to the following definitions for Service Levels

#### **9.11.2.1 Severity Level 1**

There is a complete or severe loss of service in at least one mission critical area. ESD business operations cannot reasonably continue, or can only continue in a restricted fashion, and service delivery to customers is disrupted. There is no workaround acceptable to ESD that will reduce the Severity Level.

#### **9.11.2.2 Severity Level 2**

There is a loss of service which seriously restricts or reduces ESD business operations in at least one mission critical area. ESD business operations continue, but in a seriously degraded mode. Service delivery to customers is significantly reduced or interrupted. A workaround acceptable to ESD may be employed temporarily to restore service and/or business operations.

#### **9.11.2.3 Severity Level 3**

There is a minor loss of service. The impact is an inconvenience and mission critical areas are not significantly impaired. ESD business operations continue with minimal disruption to customers. A workaround acceptable to ESD may be employed temporarily to restore service and/or business operations.

#### **9.11.2.4 Severity Level 4**

There is a deviation from the Standard of Performance that causes no loss of service. This may be a minor error, incorrect behavior, or a documentation error that does not impede the operation of a system, or effect ESD business operations. Customers are not impacted. This Severity Level also applies to requests for information or assistance concerning Product capabilities, Product Installation, or basic Product configuration.

### **9.11.3 (MS) Guaranteed Contractor Response Times and Actions**

The tables in Appendix C, *Guaranteed Response Times and Actions*, outline the minimum guaranteed Contractor response times and actions based on Severity Level.

Using Appendix C, *Guaranteed Response Times and Actions*, the Contractor must provide a description of the additional action(s), if any, that Contractor will take beyond the minimum requirements. Additional points will be awarded for Response Times faster than the minimum requirements and actions taken that would improve service delivery to ESD. If no additional action(s) is proposed by Vendor, Vendor must state so in Appendix C, *Guaranteed Response Times and Actions*. The columns in Appendix C, *Guaranteed Response Times and Actions*, concerning Escalation have been shaded gray and no response is required, as they will be completed during Contract negotiations.

Scores for this section will be based on, but are not limited to, the degree to which the Vendor demonstrates that the approach is proven and represents the best solution for ESD.

#### **9.11.4 (MS) Response Time Process Description and Vendor Experience**

Vendor must describe in detail its proposed approach to meeting the minimum guaranteed Contractor response times and actions shown in Appendix C, *Guaranteed Response Times and Actions*. The discussion must be of sufficient detail to allow the evaluation team to determine how well the proposed approach will meet ESD's requirements. Vendor should provide all relevant information such as part depots, deployment of technicians, etc.

Vendor must provide examples of current support engagements for other customers with Telecommunications Infrastructures that are of equal or greater complexity than ESD's that validate the Vendor's proposed approach and demonstrate the Vendor's ability to meet the minimum guaranteed Contractor response times and actions.

Vendor must identify Products and Services that exceed the stated minimum requirement, if any, that will be provided at no additional cost. Additional points may be awarded for such Products and Services.

Scores for this section will be based on, but are not limited to, the degree to which the Vendor demonstrates that the approach is proven and represents the best solution for ESD.

### **9.12. Equipment Warranty and Maintenance**

#### **9.12.1 Equipment Warranty for Equipment Purchased by ESD**

Warranties included with all equipment purchased by ESD shall be administered by Vendor on behalf of ESD pursuant to the warranty agreement. Vendor shall serve as the point of contact for all warranty related services that may be performed by the warrantor.



## **9.12.2 Equipment Maintenance Requirements**

### **9.12.2.1 (M) Equipment Maintenance**

At the expiration of the Warranty Period, Vendor must provide maintenance services for the Equipment as otherwise agreed to in the resulting contract, a Statement of Work, Field Order or other authorizing document.

### **9.12.2.2 (M) Equipment Inventory**

Vendor must, on a semi-annual basis, provide ESD with an updated inventory of Equipment being maintained by Vendor. Such inventory must contain the same information as that provided in Exhibit C, *ESD TeleCenter Infrastructure*, and must include as a minimum, the following information:

- Name of Product and serial number;
- Current status of Manufacturer recommended equipment Engineering Changes/Change Orders, and
- End of Product life information;
- Current maintenance status and condition of Equipment,
- Maintenance costs per item.

### **9.12.2.3 (M) Defective Equipment Under Maintenance**

During the term of the Contract, Vendor must adjust, repair, or replace all Equipment that is defective or not performing in conformance with the Standard of Performance. All costs for such adjustments, repairs, or replacements, including all costs for replacing parts or units, installation, and any transportation and delivery fees, must be at Vendor's expense. Any defective Equipment must be repaired or replaced for ESD so that it conforms to the Standard of Performance or, upon ESD's prior written approval, to current standards.

### **9.12.2.4 (M) Vendor Staff Certifications**

Personnel performing under the contract will possess experience and skill applicable to the work performed. Vendor agrees that technicians shall have, and maintain, the minimum manufacturers' required certifications, training, and authorizations to perform the maintenance for the specific Product being maintained.

### **9.12.2.5 (M) Preventive Maintenance**

Vendor must specify in writing the number of hours each item of Equipment listed in Exhibit C, *ESD TeleCenter Infrastructure*, requires per month for Preventive Maintenance and the frequency and duration of such Preventive Maintenance. From this Vendor-supplied information ESD shall develop and provide to Vendor in writing the schedule within

which Vendor must provide Preventive Maintenance. This schedule may be modified as mutually agreed to in writing.

Service-impacting maintenance must be performed outside regular Business Hours unless otherwise as agreed to by the parties. The period during which Preventative Maintenance will be scheduled is from 5:00 PM Friday until 10:00 PM Saturday. Preventative Maintenance during that period shall be scheduled at the discretion of, and coordinated with the ESD Voice and Data Telecommunications Group Manager.

#### **9.12.2.6 (M) Maintenance Activity Report**

Upon completion of each maintenance call, Vendor must furnish a maintenance activity report to ESD, which shall include, as a minimum, the following:

- Date and time notified;
- Date and time of arrival;
- Type and serial number(s) of machine(s);
- Time spent for repair;
- List of parts replaced *and/or* actions taken; and
- Description of malfunction.

In addition, ESD may require Vendor to provide the following additional information:

- Description of the cause of the malfunction; and
- Detailed description of the steps to be taken to avoid future reoccurrence(s).

#### **9.12.2.7 (M) Equipment Effectiveness Level**

If the Equipment fails to operate at an Effectiveness Level of one hundred percent (100%) for two (2) consecutive months, ESD may, at its sole discretion:

- a) Require the Vendor to engage presence at ESD designated site(s) from the Product manufacturer, or other relevant third parties acceptable to ESD and mutually agreed upon by Vendor and ESD in writing, and/or which such agreement shall not be unreasonably withheld by the Vendor, for direct intervention at the Vendor's cost and at no cost to ESD; or
- b) Require Vendor to replace the Equipment or component, as determined by Vendor, at no cost to ESD.

#### **9.12.2.8 (M) Equipment Upgrades and Fixes**

Vendor must, at a minimum, provide routine Product upgrades and fixes at no additional cost. In addition, Vendor must provide field/technical services bulletins periodically as they become available from the Subcontractors, manufacturers and other third parties.

### **9.13. Software/Custom Software Warranty and Maintenance**

#### **9.13.1 Software/Custom Software Warranty**

##### **9.13.1.1 (M) Warranty and Standard of Performance**

Vendor must warrant that all Software/Custom Software purchased pursuant to the Contract shall be in good operating condition and shall conform to the Standard of Performance throughout the Warranty Period. The Warranty Period shall be the amount of time published by the manufacturer, or as agreed to in a Statement of Work, Field Order or other authorizing document. The Warranty Period shall commence upon the first day after the Acceptance Date.

##### **9.13.1.2 (M) Defective Software/Custom Software**

During the Warranty Period, Vendor must replace or repair all Software/Custom Software that is defective or not performing in accordance with the Standard of Performance at Vendor's sole expense, including all costs for Installation and any transportation and delivery fees.

##### **9.13.1.3 (M) Software/Custom Software Warranty Service**

Vendor agrees that all warranty services provided shall conform to the requirements for maintenance for similar Software/Custom Software as set forth in Subsection 9.13.2, *Software/Custom Software Maintenance*.

##### **9.13.1.4 (M) Physical Media Warranty**

Vendor must warrant to ESD that each licensed copy of the Software provided by Vendor is and will be free from physical defects in the media that tangibly embodies the copy (the "Physical Media Warranty"). The Physical Media Warranty does not apply to defects discovered more than thirty (30) calendar days after the date of Acceptance of the Software copy by ESD.

##### **9.13.1.5 (M) Software/Custom Software Reauthorization Code**

Vendor must warrant that Software/Custom Software shall not require a reauthorization code in order for the Software/Custom Software to remain functional upon ESD's movement of the Software/Custom Software to another computer system.

## **9.13.2 Software/Custom Software Maintenance**

### **9.13.2.1 (M) Software/Custom Software Maintenance Services**

At the expiration of the Warranty Period set forth in the Statement of Work, Field Order or other authorizing document, Vendor must provide maintenance services for the Software/Custom Software as specified in Exhibit C, *ESD TeleCenter Infrastructure*.

### **9.13.2.2 (M) Support of Software/Custom Software and Related Work Products**

At no additional costs other than those outlined in Section 10, *Financial Proposal*, Contractor must provide support for applications, customized reports, or other work products developed with, under, or by the Software/Custom Software installed by the Contractor, or included under maintenance services for the Software/Custom Software as specified in Exhibit C, *ESD TeleCenter Infrastructure*.

### **9.13.2.3 (M) Software/Custom Software Inventory**

Vendor must, on a semi-annual basis, provide ESD with an updated inventory of Software/Custom Software being maintained by Vendor. Such inventory must contain the same information as that provided in Exhibit C, *ESD TeleCenter Infrastructure*, and must include as a minimum, the following information:

- Name of Product and serial number;
- Current Version/Revision Number; and
- Maintenance costs per item.

### **9.13.2.4 (M) Software/Custom Software Upgrades and Fixes**

Vendor must, at a minimum, supply routine Product upgrades and Software fixes at no additional cost for:

- Updated versions of the Software/Custom Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of Equipment;
- Updated versions of the Software/Custom Software that encompass improvements, extensions, maintenance updates, error corrections, patches or other changes that are logical improvements or extensions of the original Software/Custom Software supplied to ESD;
- Minor release upgrades (i.e. any upgrade indicated by a change in the Product numbers to the right of the decimal point in the version number);

- Interface modules that are developed by Vendor for interfacing the Software/Custom Software to other Software/Custom Software Products; and

Fixes supplied by Contractor that are not otherwise Licensed to ESD shall be transferred to ESD with a nonexclusive, royalty free, irrevocable license.

If a new release shall be considered by the Vendor the quickest remedy, and mutually agreed upon by the parties, for the restoration of service, then the Vendor working in conjunction with ESD, must install the new release as part of maintenance, at no additional cost to ESD.

#### **9.13.2.5 (M) Software/Custom Software Maintenance and Support Services**

Vendor must, in accordance with Appendix C, *Guaranteed Response Times and Actions*, provide a replacement copy or correction service at no additional cost to ESD for any error, malfunction, or defect in Software/Custom Software that, when used as delivered, fails to perform in accordance with the Standard of Performance and that ESD shall bring to Vendor's attention. Vendor must disclose all known defects and compatibility issues and their detours or workarounds to ESD. Vendor must undertake such correction service as set forth below.

Upon notification by ESD of the failure of Software/Custom Software to perform, Vendor must:

- a) Provide ESD with a detour or code correction for the Software/Custom Software error or malfunction. Each detour or code correction will consist of a set of programs and files made available in the form of machine-readable media and will be accompanied by a level of documentation adequate to inform ESD of the problem resolved and any significant functional differences resulting from the correction that is known by Vendor; or
- b) Provide ESD with a written response describing Vendor's diagnosis of the error or malfunction and generally outlining Vendor's plan and timetable, subject to ESD's approval, for correcting or working around the error or malfunction; and

Vendor shall also provide field/technical services bulletins periodically as they become available from the Subcontractors, manufacturers and other third parties.

#### **9.13.2.6 (M) Error Correction and Maintenance Release Services**

Vendor must provide error corrections and maintenance releases to the Software/Custom Software at no additional cost to ESD. Such releases shall be licensed to ESD pursuant to the terms and conditions of the Contract. Vendor must notify ESD of the existence of such error corrections and maintenance releases within thirty (30) calendar days of issuance or publication by Vendor and must provide Services as mutually agreed upon to ensure timely action. Each maintenance release will consist of a set of programs and files made available in the form of machine-readable media and will be accompanied by a level of documentation adequate to inform ESD of the problems resolved including any significant differences resulting from the release that are known by Vendor. Vendor agrees that each error correction or maintenance release of Software/Custom Software will be compatible with the then-current unaltered release of Software/Custom Software.

#### **9.14. (M) No Surreptitious Code Warranty**

Vendor must warrant to ESD that no licensed copy of the Software/Custom Software provided to ESD contains, or will contain, any Self-Help Code or any Unauthorized Code as defined below. Vendor must further warrant that it will not introduce, via modem or otherwise, any code or mechanism that electronically notifies Vendor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict ESD's use of or access to any program, data, or equipment based on any type of limiting criteria, including frequency or duration of use for any copy of the Software/Custom Software provided to ESD under the Contract. The warranty is referred to in this RFP as the "No Surreptitious Code Warranty."

As used in this RFP, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software/Custom Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of maintenance or technical support.

As used in this RFP, "Unauthorized Code" means any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm Software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

Vendor will defend ESD against any claim, and indemnify ESD against any loss or expense arising out of any breach of the No Surreptitious Code Warranty. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

#### **9.15. (M) Warranty for Services**

For Personal and Purchased Services provided by the Vendor, Vendor must warrant that Services will be performed in a professional manner and according to the agreed upon description of tasks, responsibilities, deliverables, schedule and other pertinent terms contained in a Field Order, Statement of Work or other authorizing document.

ESD may withhold Acceptance of Services until such time as the conditions of this provision are performed to the Specifications.

#### **9.16. (M) Parts and Materials**

Vendor shall furnish all parts and materials as required to provide TeleCenter warranty, maintenance and support services. All such parts and materials furnished shall be new, manufactured by the original equipment manufacturer, or, if agreed to by ESD, manufactured to the specifications of the original equipment manufacturer.

**9.16.1** Vendor shall maintain an inventory of such parts as are necessary to comply with the Service Restoration Time. Vendor may arrange with ESD to permit "on site" storage of Vendor parts at Vendor's sole risk and expense.

#### **9.17. (M) Disaster Recovery/Business Continuity**

Vendor shall provide a Disaster Recovery/Business Continuity plan within six (6) months of contract signing. The plan shall consist of a comprehensive list of actions to be taken in response to a disaster. It shall include documented, tested procedures that, if followed, will assure the availability of the critical resources and facilities required to maintain continuity of operations. Plan shall describe how the Vendor plans to respond in the event of a disaster or if the Vendor's standard disaster recovery plans are adequate.

At minimum, this plan must address:

- 9.17.1. Vendor responsibilities for putting a recovery plan into effect.
- 9.17.2. Vendor team responsible for disaster recovery/business continuity
- 9.17.3. Vendor's alternative processing strategies and facilities such as:
  - a) Command centers;
  - b) Alternate business operations;
  - c) Alternate data processing;
  - d) Alternate data communications; and
  - e) Alternate voice communications.
- 9.17.4. Procedures for obtaining resources during both the recovery phase and the restoration phase.

## SECTION 10

### 10. (MS) FINANCIAL PROPOSAL

#### 10.1. Overview

ESD seeks to acquire the *TeleCenter Equipment, Software, Maintenance and Support Services* that best meet the State's needs at the lowest cost and best value.

Contract prices must include all cost components needed for the provisioning of the *TeleCenter Equipment, Software, Maintenance and Support Services* as described in this RFP. All costs associated with the *TeleCenter Equipment, Software, Maintenance and Support Services* must be included in the Vendor's Response to the RFP. Any *TeleCenter Equipment, Software, Maintenance and Support Services* offered by the Vendor or its Subcontractor(s) that does not have a corresponding separate price will have no separate additional cost to ESD when acquired by ESD.

Respond to the following requirements per the instructions in Section 3.9.

#### 10.2. Financial Grounds for Disqualification

Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for disqualification.

#### 10.3. Cost of Products - General

##### 10.3.1. (M) Pricing Limits

During the initial three year term of the Contract, the cost to ESD for the Products to be provided by the Vendor shall not exceed the prices proposed by Vendor under this section.

##### 10.3.2. (M) Pricing Assurances

If Vendor reduces its Prices for any of the Products during the term of the Contract, ESD shall have the immediate benefit of such lower Prices for new purchases. Vendor must send notice to the ESD Contract Administrator with the reduced Prices within fifteen (15) Business Days of the reduction taking effect.

Additionally, Vendor agrees all the Prices, terms, warranties, and benefits proposed in the Vendor's Response and provided under the Contract will be comparable to or better than the terms presently being offered by Vendor to any other governmental entity purchasing the same quantity under similar procurement terms. If during the term of the Contract Vendor shall enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by the Contract, Vendor shall be obligated to provide the same to ESD for subsequent purchases .



#### 10.3.3.(M) Taxes

ESD will pay sales taxes imposed on Products acquired. Vendor must not include taxes on the Price Lists submitted with their responses.

The Vendor must pay all other taxes, including, but not limited to, Washington Business and Occupation Tax, taxes based on the Vendor's income, or personal property taxes levied or assessed on the Vendor personal property to which ESD does not hold title.

#### 10.3.4.(M) Shipping and Risk of Loss

Vendor must ship all Products purchased pursuant to the Contract freight prepaid, Free On Board (FOB) ESD's destination. "Free on Board" shall mean that the selling price of Products includes transportation costs to the specific destination address listed in Statement of Work, Field Order, or other authorizing document. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Vendor agrees to bear all risks of loss, damage, or destruction of the Products ordered that occurs prior to written receipt of date of delivery. After written receipt of date of delivery, the risk of loss or damage shall be borne by ESD, except loss or damage attributable to Vendor's fault or negligence.

#### 10.3.5. Contractor Travel and Other Expenses

If it should become necessary for ESD to reimburse Contractor for travel and other expenses, such reimbursement shall be authorized in writing, in advance by ESD in accordance with the then-current rules and regulations set forth in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/poltoc.htm>). Contractor shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of fifty dollars (\$50) or more when requesting reimbursement.

### 10.4. (MS) Cost of Equipment and Software

Cost of Equipment and Software will be evaluated using a pricing model based upon Equipment and Software representative of potential future purchases. . This pricing model will be determined by ESD prior to the receipt of Vendor Responses to this RFP. Costs listed in Vendor's Response to Section 10.4.1, *(M) Cost of Equipment*, Section 10.4.2, *(M) Cost of Software*, and Section 10.4.3, *(M) Volume Pricing*, will be applied to the pricing model. The pricing model will not be provided to Vendors. Vendors that provide the most competitive pricing will attain the highest score.

#### 10.4.1. Cost of Equipment

Using Schedule A, Authorized Equipment and Price List, Vendor must provide a price list for all currently available Equipment identified in Exhibit C, *ESD TeleCenter Infrastructure*, and all currently available Equipment components (including all ancillary equipment such as cables, cards, racks, panels, connectors, documentation, etc.), upgrades and offerings for the Equipment identified in

Exhibit C, *ESD TeleCenter Infrastructure*, that ESD may purchase from Vendor under the Contract. Prices listed must be exclusive of all taxes, shipping, installation, and training costs.

The pricing information must include the following:

- Description;
- Pricing Unit (e.g. each);
- Vendor part number;
- Net cost to ESD after discounts;
- Manufacturer's Suggested Retail Price (MSRP);
- Percentage discount to ESD off Manufacturer's Suggested Retail Price (MSRP); and
- Manufacturer's part number.

For Products currently available in the industry, but not included in the Vendor's Response, or future Products not yet available from manufacturers, Vendor shall provide ESD a price discount equal to or greater than the discount for similar Products given in Vendor's Response to this Mandatory Requirement.

#### 10.4.2. Cost of Software

Using Schedule B, Authorized Software and Price List, Vendor must provide a price list for all currently available Software identified in Exhibit C, *ESD TeleCenter Infrastructure*, and all currently available upgrades and options for the Software identified in Exhibit C, *ESD TeleCenter Infrastructure*, that ESD may purchase from Vendor under the Contract. Prices listed must be exclusive of all taxes, shipping, installation, and training costs.

The pricing information must include the following:

- Description;
- Site price (single and multiple);
- Unit price (by number of seats);
- Add-on pricing;
- Vendor part number, if applicable;
- Net cost to ESD after discount;
- Manufacturer's Suggested Retail Price (MSRP);
- Percentage of discount off Manufacturer's Suggested Retail Price (MSRP); and
- Manufacturer's part number, if applicable.

For Products currently available in the industry, but not included in the Vendor's Response, or future Products not yet available by manufacturers or not included in this Response, Vendor shall provide ESD a price discount equal to, or greater than, the discount for similar Products given in Vendor's Response to this Mandatory Requirement.

#### 10.4.3. (M) Volume Pricing

If Vendor provides purchase increments that trigger volume-pricing discounts for Equipment and Software, such increments and discounts must be described in the Vendor's Response.

The Response must include, at a minimum:

- Component descriptions (e.g. Genesys IVR licenses);
- Quantity trigger (e.g. number of seats); and
- Applicable Discount levels for the various triggers.

If Vendor does not provide volume-pricing discounts for Equipment and Software, Vendor must so state.

### 10.5. (MS) Contracted Maintenance and Support

#### 10.5.1. -(MS) Equipment Maintenance and Support Charges - Existing Systems

Vendor must propose unit pricing and guaranteed annual rates for maintenance, support, and warranty using Schedule C, *Contracted Maintenance and Support Price List*, for all equipment and software identified in Exhibit C, *ESD TeleCenter Infrastructure*. At a minimum, the Prices proposed for maintenance, support, and warranty must be inclusive of all Services outlined in Section 5, *TeleCenter Integration*, Section 6, *Product Acceptance Process*, Section 7, *Equipment*, Section 8, *Software/Custom Software*, and Section 9, *Warranty, Maintenance and Service Requirements*.

Pricing must be based upon the site inventories provided in Exhibit C, *ESD TeleCenter Infrastructure*.

#### 10.5.2. (M) Equipment Maintenance and Support Charges - Additions and Deletions

Equipment maintenance and support charges for additional Equipment purchased, added, or deleted, during the term of the Contract will be based upon the same unit pricing proposed by Vendor in response to Subsection 10.5.1, *(MS) Equipment Maintenance and Support Charges - Existing Systems*.

#### 10.5.3. (MS) Custom Software Maintenance and Support Charges Existing Systems - Time and Materials Rate

For Contract years one (1) through three (3), Vendors are required to propose a guaranteed time and materials rate for the maintenance and support of the Custom Software identified in Exhibit C, *ESD TeleCenter Infrastructure*.

10.5.4. (M) Custom Software Maintenance and Support Charges Existing Systems - Annual Rate

During the Transition Period - Start of Contract, as described in Section 9.4, (MS) *Transition Plan - Start of Contract*, Vendor must provide Product Certification for the Custom Software identified in Exhibit C, *ESD TeleCenter Infrastructure*.

During the Transition Period - Start of Contract, Vendor must propose a guaranteed fixed price annual rate for Custom Software maintenance and support. After receipt of Vendor's proposed rate, ESD shall, at its sole discretion, choose between the Vendor's proposed time and materials rate, and the prorated value of the annual rate.

10.5.5. (M) Products Not Covered by Maintenance

ESD reserves the right to decline annual maintenance coverage on selected Products listed by Vendor on Schedule C, *Contracted Maintenance and Support Price List*. For such Products Vendor must, upon request by ESD, provide support for said Products on a time and materials basis at the rates proposed in the Vendor's Response to Subsection 10.7.2, (MS) *Guaranteed Hourly Rates for Technical and Consulting Services*. Additionally, such support shall be at the guaranteed response times outlined for Severity Level 3 in Attachment B, *Guaranteed Response Times and Actions*.

**10.6. (M) Service Remedies**

A failure by Vendor in meeting the obligations to perform as set forth in this RFP may interfere with the proper implementation of ESD's programs and may result in loss and damage to ESD. As it may be impracticable to fix the actual damages sustained in the event of any failure(s) to perform, Vendor must agree that in the event of any such failure(s) to perform, the amount of damages that shall be entitled to ESD shall be compensated by the prescribed actions and resulting costs as set forth in this section. ESD may, at its sole discretion, waive the service remedies based on due diligence of the Vendor as determined by ESD. ESD's Voice and Data Telecomm Group Manager will notify Vendor when the option to waive has been invoked.

10.6.1. (M) Warranty and Maintenance Service Remedies

In the event that Vendor fails to resolve the reported problem/incident within the time limits stated as the business requirement in Attachment B, *Guaranteed Response Times and Actions*, Vendor shall provide remedies to ESD at the levels described in the table below. Remedies must be made in the form of credit to ESD, and must be deducted from the next month's invoice for maintenance, unless waived by ESD

<b>Problem Severity</b>	<b>Contractor Responsibility</b>	<b>ESD Remedies</b>
<u>LEVEL 1</u> As defined in Section 9.11.2, (M) <i>Severity Levels Defined</i> , of this RFP	As defined by this RFP.	<ul style="list-style-type: none"> <li>• If a system(s) is not fully restored within the target restoration period outlined in Attachment B, <i>Guaranteed Response Times and Actions</i>, ESD shall be entitled to remedies equal to one thirtieth (1/30) of the current month's maintenance charges identified in Schedule C, <i>Contracted Maintenance and Support Price List</i>, for the total monthly contracted maintenance charges.</li> <li>• If the affected system(s) is not fully restored within a second period, equal to the initial restoration period, the remedies shall escalate to two thirtieths (2/30) of the the current month's maintenance charges.</li> <li>• The amount of remedy will continue to increase at this rate for each additional full target restoration period for which the system is not fully restored.</li> </ul>

<b>Problem Severity</b>	<b>Contractor Responsibility</b>	<b>ESD Remedies</b>
<u>LEVEL 2</u> As defined in Section 9.11.2, (M) <i>Severity Levels Defined</i> , of this RFP	As defined by this RFP.	<ul style="list-style-type: none"> <li>• If a system(s) is not fully restored. within the target restoration period outlined in Attachment B, <i>Guaranteed Response Times and Actions</i>, ESD shall be entitled to remedies equal to one thirtieth (1/30) of one (1) month's maintenance charges identified in Schedule C, <i>Contracted Maintenance and Support Price List</i>, for the total monthly contracted maintenance charges.</li> <li>• If the specific system(s) is not fully restored within a second period, equal to the initial restoration period, the remedies shall escalate to two thirtieths (2/30) of the the current month's maintenance charges.</li> <li>• The amount of remedy will continue to increase at this rate for each additional full target restoration period for which the system is not restored fully.</li> </ul>

<b>Problem Severity</b>	<b>Contractor Responsibility</b>	<b>ESD Remedies</b>
<u>LEVEL 3</u> As defined in Section 9.11.2, (M) <i>Severity Levels Defined</i> , of this RFP	As defined by this RFP.	<ul style="list-style-type: none"> <li>• If a system(s) is not fully restored. within the target restoration period outlined in Attachment B, <i>Guaranteed Response Times and Actions</i>, ESD shall be entitled to remedies equal to twenty-five percent (25%) of one (1) month's maintenance</li> </ul>

		<p>charges identified in Schedule C, <i>Contracted Maintenance and Support Price List</i>, for the specific system(s) and sites impacted (e.g. Enterprise Routing at the King County TeleCenter).</p> <ul style="list-style-type: none"> <li>• If the specific system(s) is not fully restored within five (5) additional calendar days, ESD shall be entitled to receive fifty percent (50%) of one (1) month's maintenance charges for the specific service(s) and sites impacted.</li> <li>• After a period of thirty (30) days, remedies will escalate to one hundred percent (100%) until the affected system(s) is fully restored.</li> </ul>
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Problem Severity	Contractor Responsibility	ESD Remedies
LEVEL 4 in Section 9.11.2, (M) Severity Levels Defined, of this RFP	As defined by this RFP excluding requests for information	<ul style="list-style-type: none"> <li>• If a system(s) is not fully restored, within the target restoration period as defined in Attachment B, <i>Guaranteed Response Times and Actions</i>, no penalties shall be incurred.</li> <li>• If the specific system(s) is not fully restored within an additional ten (10) calendar days, ESD is entitled to receive fifty percent (50%) of one month's maintenance charges identified in Schedule C, <i>Contracted Maintenance and Support Price List</i>, for the specific system(s) and sites impacted.</li> <li>• Remedies will continue at fifty percent (50%), until the affected system (s) is fully restored.</li> </ul>

#### 10.6.2. (M) Service Remedies: Timeliness of Deliverables

For Deliverables not related to warranty and maintenance, in the event that Vendor is unable to meet agreed-upon timelines for Deliverables, the Vendor may offer ESD an alternate time schedule. ESD, at its sole discretion, will determine if the schedule is acceptable. Such acceptance will not be unreasonably withheld. If the revised schedule is not acceptable to ESD, and the Vendor fails to meet the agreed upon timelines for provision of the Deliverable(s), ESD may invoke service remedies. ESD shall notify Vendor that it is invoking service remedies and of the amount of service remedies ESD is due. Such service remedies shall be based on an amount equal to four-tenths of one percent (0.4 %) of the Deliverable purchase price (less sales tax) per Business Day, for each Business Day between the specified due date and the date that Vendor actually delivers the Deliverable, up to a maximum of fifty (50) Business Days. Remedies must be made in the form of credit to ESD, and must be applied against the Deliverable(s) for which the remedy has been imposed, unless waived by ESD.

For timelines that contain multiple Deliverables, the amount of service remedies shall be assessed against the specific Deliverable that failed to meet the agreed-upon timeline.

10.6.3. (M) Service Remedies: End of Contract

After the then-current term of the Contract, service remedies will be applied as discounts on any final remaining billing from Vendor, or if after the final billing period, then any remaining service remedies will be in the form of a refund to ESD.

**10.7. (M) Cost of Services**

10.7.1. (M) Inclusive Hourly Rates

Hourly rates will be inclusive of all business expenditures, including travel, overhead, and all administrative expenses incurred in the normal course of business. ESD will not pay overtime rates for Purchased or Personal Services, or travel time for Vendor-supplied personnel. The minimum billing increment will be fifteen (15) minutes. Vendor must detail the time increments on all invoicing.

10.7.2. (MS) Guaranteed Hourly Rates for Technical and Consulting Services

Under the Contract that may result from this RFP, ESD will be able to procure Personal and Purchased Services from the Vendor on a time and materials basis. Vendors must propose guaranteed hourly rates for such Services.

For descriptive purposes in this section of the RFP, Personal and Purchased Services are classified as technical or consulting.

Tables for this information are provided below.

This section pertains only to Services that Vendor may provide on a time and materials basis. Services listed by Vendor in this section must not include any of the Services covered under Schedule C, *Contracted Maintenance and Support Price List*, which Vendor shall provide on a fixed-price basis.

Vendors are reminded that all proposed Vendor's staff must have, and must maintain, the minimum manufacturers' required certifications, training, and authorizations as required in RFP 9.12.2.4, *(M) Vendor Staff Certifications*.

Hourly rates will be evaluated using a hypothetical engagement based on typical historically observed utilization of Vendor resources. This engagement will be devised by ESD prior to the receipt of Vendor Responses. Hourly rates listed in Vendor's Response to this section, will be applied to the engagement. The engagement will not be provided to Vendors. Vendors that provide the most competitive pricing will attain the highest score.

Vendors are required to study the descriptions of Primary Job Functions outlined below. These descriptions are broad in nature and are meant to outline the overall skills required for a given function.

Using the tables that immediately follow each set of descriptions, Vendors are required to provide the job titles it uses in its organization that best correspond to the primary job functions described below. These job titles are to be entered into the *Vendor's Job Title* column, on the tables that follow. Job titles must be aligned with the appropriate primary job function.

**10.7.2.1. Technical Services**

For Technical Services, Vendors must provide the hourly rates for Journey, Senior, and Expert levels of expertise. The levels must be based on the following years of experience:

- Journey Level = 0 to 3 years of experience
- Senior Level = 3 to 5 years of experience
- Expert Level = 5 or more years of experience

- **Nortel *Certified* Systems Architect:** This individual is an Information Technology professional with “Nortel Certified Architect” (NCS) certification on Nortel products and at minimum eight (8) years of progressively increasing responsibility and experience with the Nortel product line. The Architect possesses a highly advanced level of technical design and analytical expertise for complex Nortel Networks solutions. This individual has experience translating business requirements into a physical system design, and also has has a broad knowledge of voice and data products, applications, software, architectures and vendors. The individual has experience designing products to integrate into a multi-vendor environment. The systems architect is expected to be able to understand the business mission and extrapolate and define the technical problems and design solutions that satisfy them.
- **Nortel Systems Engineer:** This individual has experience in detailed system design and implementation of complex networking environments using primarily Nortel Networks products. The individual has a deep understanding of core networking architectures and protocols and is responsible for the design, configuration, implementation, and testing of solutions or components into new or existing technical architectures.
- **Nortel Hardware Technician:** This individual has the technical proficiency required to install, configure, administer, maintain and troubleshoot a Nortel Networks solution or product. This individual is responsible for the installation, configuration and programming of systems designed by the systems engineer. In addition to implementation, this individual has the primary responsibility for field support in identifying system trouble and identifying potential solutions in an existing environment.



- **Nortel Software Specialist:** This individual specializes in software applications that reside on or interact with Nortel Networks products. This individual has the technical proficiency to customize applications using Nortel Networks software including but not limited to: Symposium, Meridian PBX, and Meridian Link.

- **Nortel Meridian**

Primary Job Function	Vendor's Job Title	Journey Hourly Rate	Senior Hourly Rate	Expert Hourly Rate
Systems Architect				
		\$	\$	\$
		\$	\$	\$
Systems Engineer				
		\$	\$	\$
		\$	\$	\$
Hardware Technician				
		\$	\$	\$
		\$	\$	\$
Software Specialist				
		\$	\$	\$
		\$	\$	\$

- **Nortel BCMS**

Primary Job Function	Vendor's Job Title	Journey Hourly Rate	Senior Hourly Rate	Expert Hourly Rate
Systems Architect				
		\$	\$	\$
		\$	\$	\$
Systems Engineer				
		\$	\$	\$
		\$	\$	\$
Technician				
		\$	\$	\$
		\$	\$	\$

- Nortel Peripherals

Primary Job Function	Vendor's Job Title	Journey Hourly Rate	Senior Hourly Rate	Expert Hourly Rate
Systems Architect				
		\$	\$	\$
		\$	\$	\$
Systems Engineer				
		\$	\$	\$
		\$	\$	\$
Technician				
		\$	\$	\$
		\$	\$	\$

- **Genesys Systems Architect Designer:** This individual is an Information Technology professional who has experience translating business requirements into a physical system design. The individual has a broad knowledge of voice and data products, applications, software, architectures and vendors. The individual has extensive experience designing products to integrate into a multi-vendor contact center environment. The architect has a thorough knowledge and understanding of Genesys Products and Product Solutions, including the Genesys framework, Genesys Routing development, Genesys Reporting, and all related products, as well as other CTI applications, structures, call routing methods and database technologies. The systems architect is expected to be able to understand the business mission and extrapolate and define, at a high level, the technical problems and design solutions that satisfy them. Additional Certifications may include Certified Manufacturing Technologist (SME), Project Management (PM),
- **Genesys Engineer:** This individual has a thorough understanding of client server architectures and has a thorough knowledge of the Genesys framework and all related Genesys products. In addition to direct Genesys experience, the individual has a strong working knowledge of networking protocols, CTI applications, structures, operating systems and server architectures. This individual will be responsible for the installation configuration, maintenance and troubleshooting of single site and multi-site contact center solutions.
- **Genesys Routing Professional:** This individual has a working knowledge of client server architectures, networking protocols, hardware (server) configurations, operating systems and application interfaces. This individual has the technical experience necessary to design and implement business rules based routing strategies for single site and multi-site contact center solutions using the Genesys framework and all related Genesys products.

- **Genesys Framework**

Primary Job Function	Vendor's Job Title	Journey Hourly Rate	Senior Hourly Rate	Expert Hourly Rate
Systems Architect Designer				
		\$	\$	\$
		\$	\$	\$
Engineer				
		\$	\$	\$
		\$	\$	\$
Routing Professional				
		\$	\$	\$
		\$	\$	\$

- **Consulting Services**

For the following Consulting Services, Vendors must provide the hourly rates for Associate, Senior Associate, and Senior Manager Levels of expertise. The levels must be based on the following distinguishing characteristics:

- **Associate:** These individuals are typically entry or junior level professionals that are routinely part of a consulting team and perform professional consulting tasks as directed by a team leader.

Typical engagement: Working under the direction of a team lead, provide support to the team and team leader by performing labor intensive professional level activities which may include one-on-one and group interviews, compiling notes and minutes of interviews and meetings, coordinating schedules and scheduling meetings and interviews as well as performing tasks that are also performed by other members of the consulting team.

- **Senior Associate:** These experienced professionals routinely develop and present management proposals, studies, analysis, and plans to customer organizational levels equivalent to division director, assistant vice president or higher.

Typical engagement: Works independently, as a member of a team or as a team lead; Provides customer executives and senior managers with reasoned analysis, options, plans, prospective budgets, and other documentation relating to the specific engagement topic; Produces written reports of the specific engagement topic and makes formal presentations of the results.

- **Senior Manager:** These individuals routinely consult to the highest levels of management within the customer organization. These individuals have the authority to commit other resources of their companies to a project if necessary to complete an engagement. They routinely develop and present complex proposals to the highest customer organizational levels (Board of Directors, COO, CEO, CIO, agency director, agency deputy director, legislators, other senior state officials and oversight boards and committees), and are comfortable discussing the policy implications of the proposals they are presenting.

Typical engagement: Works independently or as the lead of one or more teams. These individuals provide customer executive managers with reasoned analysis, options, plans, prospective budgets, policy options and other documentation relating to the specific engagement topic. Produces written reports of the specific engagement topic and makes formal presentations of the results.

### Additional Services

Additionally, Vendors must provide the job titles it uses in its organization that best correspond to the primary job functions described below. These job titles are to be entered into the *Vendor's Job Title* column, on the tables that follow in this section. Job titles must be aligned with the appropriate primary job function.

- **Management Consulting:** This category includes strategic planning assistance, business planning assistance, organizational capability, capacity assessments and related costs, development of feasibility studies, cost/benefit analysis, analysis of new agency business initiatives, and analysis of new technologies.
- **Project Management and Planning:** This category includes assistance in setting project vision, goals, objectives and key success factors; defining scope; and planning for budget, resource and staffing requirements. It also includes assistance in setting up and executing a project monitoring and management process and the actual performance of project management, leading a project through its life cycle and resulting in successful implementation of the project.
- **Risk Assessment:** This category includes assistance in identifying key project and business risks and identifying risk mitigation strategies.
- **Quality Assurance:** This category includes periodic assessment of project progress toward meeting project goals and objectives within timelines and resource budgets. It involves inspections of products and their quality and results in recommended remedial actions and process improvements as required.

- **Software and/or System Development and Feasibility Assessment:** This category involves assistance in the preparation of project proposals including definitions of business and technical objectives and requirements, identification of alternative solutions, assessment of those alternatives, including their fit with goals and objectives and their costs and benefits.
- **Training:** This category includes user and technical training.

Primary Job Function	Vendor's Job Title	Journey Hourly Rate	Senior Hourly Rate	Expert Hourly Rate
Management Consulting				
		\$	\$	\$
		\$	\$	\$
Project Management & Planning				
		\$	\$	\$
		\$	\$	\$
Risk Assessment				
		\$	\$	\$
		\$	\$	\$
Quality Assurance				
		\$	\$	\$
		\$	\$	\$
Software and/or Systems Development & Feasibility Assessment				
		\$	\$	\$
		\$	\$	\$
Training				
		\$	\$	\$
		\$	\$	\$

## 10.8. (M) Pricing

### 10.8.1. (M) Miscellaneous Expenses

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Vendor. Hourly rates proposed by Vendor must include these costs.

### **10.8.2. (M) Price Protection**

For the initial term of the Contract, the Vendor must guarantee to provide *TeleCenter Equipment, Software, Maintenance and Support Services* at the proposed rates. Services rates shall not be increased during the initial term of the Contract. At least sixty (60) calendar days before the end of the initial term, Vendor may propose, in writing, rate increases not to exceed five percent (5 %). Proposed price adjustments will be taken into consideration when determining whether to extend any Contract.

### **10.8.3. (M) Price Decrease Guarantee**

The ASV, at its discretion, may elect to provide *TeleCenter Equipment, Software, Maintenance and Support Services* specified in this RFP at a lower price than originally proposed at any time during the term of the Contract. If the Manufacturer's suggested retail price decreases at any time during the term of the Contract, Vendor must pass on the decrease for all subsequent purchases. The decrease must be proportionate to the percentage decrease of the Manufacturers suggested retail price.

### **10.8.4. (M) Costs Not Specified**

Where there is no charge or rate for *TeleCenter Equipment, Software, Maintenance and Support Services* enter N/C (no charge) or zero (0) on the *Maintenance and Support Price List*, as applicable. If the Vendor fails to provide a price, the State will assume the item is free. If the Vendor states "no charge" for an item in the model, the State will receive that item free for the initial term of the contract.

## **10.9. (M) Payment**

10.9.1. Vendor may invoice ESD for payment of proposed maintenance and support services on a monthly or quarterly basis. Annual payments for TeleCenter maintenance and support services under the resulting contract will not be acceptable.

10.9.2. ESD will pay only those properly submitted invoices issued by Primary Vendor; ESD will not pay invoices from Vendor's Subcontractors

## SECTION 11

### 11. EVALUATION PROCESS

#### 11.1. Overview

The Vendor who meets all of the RFP requirements and receives the highest number of total points as described below in Section 0, *Vendor Total Score*, will be declared the ASV and enter into contract negotiations with ESD.

#### 11.2. Administrative Screening

Responses will be reviewed initially by the RFP Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3 and Section 4 of this RFP. Only responses meeting the administrative requirements will be further evaluated.

#### 11.3. Evaluation Procedures

The evaluation procedures will be performed by review teams of selected ESD personnel. Responsive Vendor responses will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued.

##### 11.3.1. Management, Technical and System Support

The Technical Review Team will evaluate the Management, Technical and System Support sections of Vendor's response.

##### 11.3.2. Financial

The Financial Review Team will review and validate all financial elements of Vendor's response according to the financial review criteria.

##### 11.3.3. Contractual

The Contractual Officer will review any Vendor-proposed changes to Appendix B (Terms and Conditions) according to the provisions of Subsection 3.18.

#### 11.4. Clarification of Response

The RFP Coordinator may contact the Vendor for clarification of any portion of the Vendor's response.

### 11.5. Evaluation Weighting and Scoring

The following weighting and points will be assigned to the response for evaluation purposes:

Mandatory Vendor Requirements	– 15%	150 points
Mandatory Scored Technical Requirements	– 15%	150 points
Client References	– 10%	100 points
Financial Proposal Section	– 60%	<u>600 points</u>
Grand Total		<u>1000 Points</u>

### 11.6. Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements (see Sections 3, 4, 5, 6, 7, 8, and 9). Only Responses meeting all Mandatory requirements will be further evaluated.

The State reserves the right to determine at its sole discretion whether Vendor's response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, ESD reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

### 11.7. Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFP. Responses receiving a "0" on any Mandatory Scored (MS) element(s) will be disqualified.

#### 11.7.1. Client References Evaluation

The RFP Coordinator will calculate the scores for each *Client Reference Form*, Appendix E. The total scores for up to four (4) of the Client References for each Vendor will be summed together, and divided by the number of References received. This value will be divided by the total of the Vendor with the highest total Client References score, as set forth below. The result will be used in the calculation of Vendor's total score, as set forth in Section 0, *Vendor Total Score*.



$\frac{\text{Total Sum of Vendor's score for Client References}}{\text{Number of Client References Received}}$
--

= Vendor's Average Client Reference\_Score

$\frac{\text{Vendor's Average of Client Reference Score}}{\text{Score of Vendor with Highest Average Score}}$
---

X 100 = Vendor's Client References\_Score

#### 11.7.2. Evaluation Points

Evaluation points will be assigned based on the effectiveness of the Response to each technical requirement. A scale of zero to four will be used, defined as follows:

0	Unsatisfactory	Feature or capability is non-responsive or wholly inadequate.
1	Below Average	Feature or capability is substandard to that which is average or expected as the norm.
2	Average	The baseline score for each item, with adjustments based on the technical evaluation team's reading of the Response.
3	Above Average	Feature or capability is better than that which is average or expected as the norm.
4	Exceptional	Feature or capability is clearly superior to that which is average or expected as the norm.

#### 11.7.3. Management Requirements Evaluation

Each scored element in Section 4, Vendor Requirements, of the Response will be given a score by each member of the Technical Evaluation Team. The evaluator's scores will be totaled and an average score for each Vendor will be calculated as set forth below. The resulting "Vendor Requirements Score" will be used in the calculation of Vendor's Total Score, as set forth in Section 0, *Vendor Total Score*.

$\frac{\text{Total Sum of Vendor's score for Vendor Requirements}}{\text{Highest Vendor total score for Vendor Requirements}}$
--

X 150 = Vendor's Requirements Score

#### 11.7.4. Technical Requirements Evaluation

Each scored element in Section 5, TeleCenter Integration; Section 6, Product Acceptance Process; Section 7, Equipment; Section 8, Software/Custom Software, and; Section 9, Warranty, Maintenance and Service Requirements of the Response will be given a score by each Technical Evaluation Team evaluator. The evaluator's scores will be totaled and an average score for each Vendor will be calculated as set forth below. The resulting "Vendor Technical Requirements Score" will be used in the calculation of Vendor's Total Score, as set forth in Section 0, *Vendor Total Score*.

$\frac{\text{Total Sum of Vendor's score for Technical Requirements}}{\text{Highest Vendor total score for Technical Requirements}} \times 150 = \text{Vendor's Technical Requirements Score}$
--

#### 11.7.5. Financial Proposal Evaluation

The Financial Evaluation Team will calculate the financial score for the Financial Proposal Section of the Response using the pricing model described in RFP Section 10.4, the “hypothetical engagement” model described in RFP Section 10.7.2, and the Vendor’s *Contracted Maintenance and Support Price List* (Schedule C). The total of these three proposals will have a value of 600 points. The proposals will be evaluated separately, using the process described in the following subsections.

##### 11.7.5.1. Contracted Maintenance and Support Cost Evaluation

The Financial Evaluation Team will calculate the Vendor’s Equipment and Software Cost score using the Vendor’s completed Schedule C; *Contracted Maintenance and Support Price List*.

$\frac{\text{Lowest Vendor Proposed Annual Maintenance and Support Cost}}{\text{Vendor's Proposed Total Annual Maintenance and Support Cost}} \times 360 = \text{Vendor's Contracted Maintenance \& Support Cost Financial Score}$
--

##### 11.7.5.2. Hourly Rates for Technical and Consulting Services Cost Evaluation

The Financial Evaluation Team will complete the “hypothetical engagement” discussed in RFP Section 10.7.2 using the Vendor’s Proposed Guaranteed Hourly Rates for Technical and Consulting Services

$\frac{\text{Lowest Vendor Hypothetical Engagement Cost}}{\text{Vendor's Hypothetical Engagement Cost}} \times 150 = \text{Vendor's Hourly Rates for Technical \& Consulting Services Financial Score}$
---

##### 11.7.5.3. Equipment and Software Cost Evaluation Cost Evaluation

The Financial Evaluation Team will complete the “pricing model” discussed in RFP Section 10.4 using the Vendor’s Proposed Equipment and Software costs.

$\frac{\text{Lowest Vendor Pricing Model Cost}}{\text{Vendor's Pricing Model Cost}} \times 90 = \text{Vendor's Equipment and Software Financial Score}$
---

11.7.5.4. The Vendor’s scores for Contracted Maintenance and Support Cost, Hourly Rates for Technical and Consulting Services, and Equipment and Software will be added together to determine the Vendor’s Financial Score.

### 11.8. Vendor Total Score

Vendors will be ranked using the Vendor's Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth. Vendor's Total Score will be calculated as follows:

$$\text{Vendor Total Score} = (\text{Requirements Score}) + (\text{Client Reference Score}) + (\text{Technical Score}) + (\text{Financial Score})$$

### 11.9. Selection of Apparently Successful Vendor

The Vendor with the highest Vendor **Total Score** will be declared the ASV. ESD will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within one (1) month after initiation, ESD may immediately cease contract negotiations and declare the Vendor with the second highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.

# EXHIBIT A

## PROTEST PROCEDURES

### A. Procedure

This protest procedure is available to Vendors who submitted a Response to this solicitation and have received a debriefing conference. Protests are made:

1. To ESD after ESD has announced the ASV. Vendor protests shall be received, in writing, by ESD within five (5) Business Days after the Vendor debriefing conference; or
2. To the ISB for acquisitions conducted by ESD, only after protesting first to ESD and ESD resolution is not satisfactory to the protesting party. Protests to the ISB shall be made within five (5) Business Days after the Vendor has received notification of the ESD decision.

### B. Grounds for protest are:

1. Arithmetic errors were made in computing the score;
2. The agency failed to follow procedures established in the solicitation document, the ISB policy: *Information Technology Investment Policy and Standards*, or applicable state or federal laws or regulations; or
3. There was bias, discrimination or conflict of interest on the part of an evaluator.

Protests not based on these criteria will not be considered.

### C. Format and Content

Vendors making a protest shall include in their written protest to ESD all facts and arguments upon which the Vendor relies. Vendors shall, at a minimum, provide:

1. Information about the protesting Vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest;
2. Information about the acquisition; issuing agency, acquisition method;
3. Specific and complete statement of the agency action(s) being protested;
4. Specific reference to the grounds for the protest; and
5. Description of the relief or corrective action requested.
6. For protests to the ISB, a copy of the ESD written decision on the protest.

### D. ESD Review Process

Upon receipt of a Vendor's protest, ESD will postpone signing a Contract with the ASV until the Vendor protest has been resolved.

ESD will perform an objective review of the protest, by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the Vendor and all other relevant facts known to ESD.

ESD will render a written decision to the Vendor within five (5) Business Days after receipt of the Vendor protest, unless more time is needed. The protesting Vendor shall be notified if additional time is necessary.

### E. ESD Determination

## EXHIBIT A

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action;
2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest;
3. Find merit in the protest and provide the agency with options that may include:
  - a) Correct errors and reevaluate all proposals; or
  - b) Reissue the solicitation document; or
  - c) Make other findings and determine other courses of action as appropriate.
4. Not require the agency to award the Contract to the protesting party or any other Vendor, regardless of the outcome.

**F. Department of Information Services (DIS) Review Process**

If the protesting vendor is not satisfied with the agency's decision, it may appeal. Appeal is made to DIS unless the acquisition requires ISB approval. Appeals in the latter situation are made to the ISB.

Written notice of appeal to DIS must be received by DIS within five business days after the vendor receives notification of the agency's decision.

## EXHIBIT B

### RESPONSE CHECKLIST

In order to be considered responsive, Vendors must include, at a minimum, the following components in their RFP Response. Failure to include or properly document any of the following requirements may be grounds for disqualification.

#### General:

Vendor must properly respond to each question/requirement contained in Sections 4, 5, & 6 as per Sections 3.5 *Response Contents*, 3.6 *Number of Response Copies Required*, and 3.7 *Response Procedures, Presentation, and Format*.

#### Volume 1:

- ☐ Vendor's executive summary explicitly acknowledging receipt of all RFP revisions issued
- ☐ The Response to the Vendor requirements (Section 4)
- ☐ The Response to the TeleCenter Integration requirements (Section 5)
- ☐ The Response to the Product Acceptance Process requirements (Section 6)
- ☐ The Response to the Equipment requirements (Section 7)
- ☐ The Response to the Software/Custom Software requirements (Section 8)
- ☐ The Response to the Warranty, Maintenance and Service Requirements (Section 9)
- ☐ Vendor's completed Guaranteed Vendor Response Times and Actions (Appendix C)
- ☐ Vendor's completed Certification Regarding Debarment and Suspension (Appendix G)
- ☐ Vendor's completed Certification Regarding Lobbying (Appendix H)

#### Volume 2:

- ☐ The Responses to the financial requirements (Section 10)
- ☐ Completed Schedule A Authorized Equipment and Price List
- ☐ Completed Schedule B Authorized Software and Price List
- ☐ Completed Contracted Maintenance and Support Price List
- ☐ Vendor's signed and completed Certifications and Assurances (Appendix A)
- ☐ Vendor's exceptions and/or proposed revisions to the Contract (Appendix B)
- ☐ Completed Appendix C, Guaranteed Response Times and Actions
- ☐ Completed Appendix D; Subcontractor Matrix
- ☐ Vendor's MWBE Certification (reference Section 3.22), if applicable
- ☐ Subcontractor's Statement of understanding (reference Section 4.9.1.4), if applicable
- ☐ Vendor's signed and completed Certification Regarding Debarment and Suspension (Appendix G);
- ☐ Vendor's signed and completed Certification Regarding Lobbying (Appendix H); and
- ☐ 1 copy of manuals, brochures, or other printed materials, if submitted,

#### From Vendor Clients:

- ☐ Appendix E, Client Reference Forms as per Section 4.8.2

## EXHIBIT C

### ESD TeleCenter Infrastructure

**Exhibit C, *ESD TeleCenter Infrastructure*, will be provided to those vendors submitting a completed, signed, “Confidentiality and Non Disclosure Agreement (Please see Appendix F)”**

## EXHIBIT D

### Authorized Equipment and Price List

**Exhibit D, *Product Process Flow*, will be provided to those vendors submitting a completed, signed, “Confidentiality and Non Disclosure Agreement (Please see Appendix F)**



## Schedule A

### Authorized Equipment and Price List

Authorized Equipment and Price List  
Employment Security Department

## Schedule B

### Authorized Software and Price List

Authorized Software and Price List  
Employment Security Department

## Schedule C

### SCHEDULE C

#### CONTRACTED MAINTENANCE AND SUPPORT PRICE LIST

All elements of recurring and non-recurring costs must be identified and included in the *Maintenance and Support Price List*. This must include, but is not limited to all administrative and other fees, maintenance, manuals, documentation, shipping charges, parts, material, labor, travel, training, consultation services, wiring and supplies, including Washington State use/sales tax and other expenses, as needed for the installation, warranty work and maintenance for the provision of ***TeleCenter Equipment, Software, Maintenance and Support Services***.

Following is the list of the equipment for which ***TeleCenter Equipment, Software, Maintenance and Support Services*** must be bid. Equipment is located in Seattle, Lacey, Spokane, and Olympia. Vendor is to complete columns E, F, G, H and I. The amount in column J is the Vendor's proposed price for Annual maintenance and service on that specific device or item of equipment. Only Column J should contain a total. This total is the vendor's proposed pricing for the RFP.

The basis for calculation is the method used by the Vendor to calculate unit cost for maintenance. For example, number of ports, device, license configuration, or seats for licenses.

**SYSTEM INFORMATION- Voice Mail** (Add additional rows as required)

Site Name	Location	System	Revision	Basis for Calculation	Unit Count	Unit Cost	Monthly Charge	Annual Charge

**SYSTEM INFORMATION- PBX** (Add additional rows as required)

Site Name	Location	System	Revision	Basis for Calculation	Unit Count	Unit Cost	Monthly Charge	Annual Charge

## Schedule C


**SYSTEM INFORMATION- IVR** (Add additional rows as required)

Site Name	Location	System	Revision	Basis for Calculation	Unit Count	Unit Cost	Monthly Charge	Annual Charge

**SYSTEM INFORMATION- IVR** (Add additional rows as required)

Site Name	Location	System	Revision	Basis for Calculation	Unit Count	Unit Cost	Monthly Charge	Annual Charge

**SYSTEM INFORMATION- Servers (See Equipment List)** (Add additional rows as required)

Site Name	Location	System	Revision	Basis for Calculation	Unit Count	Unit Cost	Monthly Charge	Annual Charge

## Schedule C

**SYSTEM INFORMATION- Software** (Add additional rows as required)

[illegible]

## Appendix A

### APPENDIX A

#### CERTIFICATIONS AND ASSURANCES

Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFP, and it may be accepted by ESD without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, your Response will remain valid for 180 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a Vendor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) **are** / **are not** submitting proposed Contract exceptions (see Section 3.18, *Contract Requirements*).

---

Vendor Signature

---

Vendor Company Name

---

Title

---

Date

## **Appendix B**

### **APPENDIX B**

#### **MODEL CONTRACT**

Terms and Conditions  
For

**TeleCenter Equipment, Software, Maintenance and Support Services**

**(to be provided)**

## Appendix C

### Appendix C

#### SEVERITY LEVEL 1

#### GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 1:** PBX including Hardware and Software, Voice Mail, Cinphony ACD, Virtual Hold (Concierge® and Rendezvous® components), Symposium, and Call Accounting Software.

**BUSINESS REQUIREMENT:** Incident must be resolved within 8 Clock Hours from Time of Notification.  
**Note:** "Clock Hour" is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD, or upon receipt of automated alarm/error notification at Vendor's Network Operations Center (See RFP Subsection 9.2.2.(MS) <i>Performance and Fault Monitoring and Event Notification</i> )				



## Appendix C

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 2 Remote Diagnostics Initiated	Qualified technician assigned for remote diagnosis. Contact initiated to ESD to advise on status. Prior to Escalation to Stage 3, Vendor coordinates with ESD for details of onsite service.	15 minutes from initial call			
Stage 3 Onsite Response	If problem is not resolved remotely. Technician arrives at ESD designated site(s) and informs ESD onsite staff and the ESD Voice and Data Telecomm Group Manager of their arrival.	2 clock hours from initial call			
Stage 4 Resolution Plan Determined	Diagnosis, resolution plan, and estimated fix time given. Vendor initiates conference call with the ESD Voice and Data Telecomm Group Manager or designee on an hourly basis.	4 clock hours from initial call			
Stage 5 Component and/or Technical Augmentation	Required component(s) shipped in most expedient way and/or additional technical support called in. Vendor initiates conference call. ESD informed hourly of status.	6 clock hours from initial call			

## Appendix C

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Problem Resolved	If the problem is not Resolved within 8 hours of initial call ESD reserves the right to invoke the actions specified in Subsection 9.2.2. (M) Failure to Meet Guaranteed Response Times Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed hourly of status.	8 dock hours from initial call			

## Appendix C

### SEVERITY LEVEL 1 GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 2:** Genesys and CTI including Genesys Software (Operating System, Framework, Database and Utilities), Genesys Custom Code, Genesys LAN, Meridian Link Software and Meridian Link Hardware and Servers.

**BUSINESS REQUIREMENT:** To correct an incident within 8 Business Hours from Time of Notification.  
**Note:** "Clock Hour" is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD, or upon receipt of automated alarm/error notification at Vendor's Network Operations Center (See RFP Subsection 9.2.2, (MS) <i>Performance and Fault Monitoring and Event Notification</i> )				
Stage 2 Genesys Technician Assigned	Qualified technician certified for Genesys support assigned. Technician immediately contacts ESD Voice and Data Telecomm Group Manager for additional information and to advise on status.	15 minutes from initial call			
Stage 3 Remote Diagnostics Performed	Assigned technician executes remote diagnostics to determine nature of problem.	1 clock hour from initial call			

## Appendix C

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 4 Resolution Plan Determined	Diagnosis Resolution plan. and estimated fix time given. Vendor initiates conference call ,with the ESD Voice and Data Telecomm Group Manager or designee on an hourly basis.	4 clock hours from initial call			
Stage 5 Component and/or Technical Augmentation	Work continues from Stage 4 without unreasonable interruption until problem is resolved. Vendor initiates conference call. ESD informed hourly of status. Prior to Escalation to Stage 6. Vendor coordinates with ESD for details of on site service.	6 clock hours from initial call			

## Appendix C

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Onsite Response	Work continues from Stage 5 without unreasonable interruption until problem is resolved. If the problem is not resolved within 8 hours of Initial call ESD reserves the right to invoke the actions specified in Subsection 9.10.2, <i>(M) Failure to Meet Guaranteed Response Times</i> . Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed hourly of status.	8 dock hours from initial call			

## Appendix C

### SEVERITY LEVEL 1

#### GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 3: PERIPHONICS IVR** including Periphonics Hardware, Periphonics Software and Periphonics Custom Code.

**BUSINESS REQUIREMENT:** To correct an incident within 8 Business Hours from Time of Notification.

Note: "Clock Hour" is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD, or upon receipt of automated alarm/error notification at Vendor's Network Operations center (See RFP Subsection 9.2.2. (MS) <i>Performance and Fault Monitoring and Event Notification</i> )				
Stage 2 Periphonics Technician Assigned	Qualified technician certified for Periphonics IVR support assigned. Technician immediately contacts ESD Voice and Data Telecomm Group Manager for additional information and to advise on status	1 clock hour from initial call			

## Appendix C

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 3 Remote Diagnostics Performed	Assigned technician executes remote diagnostics to determine nature of problem Prior to Escalation to Stage 4, Vendor coordinates with ESD for details of onsite service.	2 clock hours from initial call			
Stage 4 Onsite Response	Technician arrives at ESD designated site(s ). Vendor initiates conference call with the ESD Voice and Data Telecomm Group Manager or designee on an hourly basis.	4 clock hours from initial call			
Stage 5 Resolution Plan Determined	Diagnosis, resolution plan, and estimated fix time given. Vendor initiates conference, call. ESD informed hourly of status.	6 clock hours from initial call			

1

## Appendix C

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Component and/or Technical Augmentation	Work continues from Stage 5 without unreasonable interruption until problem is resolved. If the problem is not resolved within 8 hours of initial call ESD reserves the right to invoke the actions specified in Subsection, 9.10.2, (M) <i>Failure to Meet Guaranteed Response Times</i> , Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed hourly of status.	8 clock hours from initial call			

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## Appendix C

### Appendix C

#### SEVERITY LEVEL 1

#### GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 1:** PBX (including Hardware and Software), Voice Mail (Meridian Mail and Call Pilot), and Symposium (Contact Center Manager)

**BUSINESS REQUIREMENT:** Incident must be resolved within 8 Clock Hours from Time of Notification.  
**Note:** "Clock Hour" is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD, or upon receipt of automated alarm/error notification at Vendor's Network Operations Center (See RFP Subsection 9.2.2,(MS) <i>Performance and Fault Monitoring and Event Notification</i> )				

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 2 Remote Diagnostics Initiated	Qualified technician assigned for remote diagnosis. Contact initiated to ESD to advise on status. Prior to Escalation to Stage 3, Vendor coordinates with ESD for details of onsite service.	15 minutes from initial call			
Stage 3 Onsite Response	If problem is not resolved remotely. Technician arrives at ESD designated site(s) and informs ESD onsite staff and the ESD Voice and Data Telecomm Group Manager of their arrival.	2 clock hours from initial call			
Stage 4 Resolution Plan Determined	Diagnosis, resolution plan, and estimated fix time given. Vendor initiates conference call with the ESD Voice and Data Telecomm Group Manager or designee on an hourly basis.	4 clock hours from initial call			
Stage 5 Component and/or Technical Augmentation	Required component(s) shipped in most expedient way and/or additional technical support called in. Vendor initiates conference call. ESD informed hourly of status.	6 clock hours from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Problem Resolved	If the problem is not Resolved within 8 hours of initial call ESD reserves the right to invoke the actions specified in Subsection 9.2.2. (M) Failure to Meet Guaranteed Response Times Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed hourly of status.	8 dock hours from initial call			

## Appendix C

### SEVERITY LEVEL 1

#### GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 2:** Genesys and CTI including Genesys Software (Operating System, Framework, Database and Utilities), Virtual Hold (Concierge® and Rendezvous® components), Custom Code, Genesys LAN

**BUSINESS REQUIREMENT:** To correct an incident within 8 Business Hours from Time of Notification.  
**Note:** "Clock Hour" is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD. or upon receipt of automated alarm/error notification at Vendor's Network Operations Center (See RFP Subsection 9.2.2, (MS) <i>Performance and Fault Monitoring and Event Notification</i> )				
Stage 2 Genesys Technician Assigned	Qualified technician certified for Genesys support assigned. Technician immediately contacts ESD Voice and Data Telecomm Group Manager for additional information and to advise on status.	15 minutes from initial call			
Stage 3 Remote Diagnostics Performed	Assigned technician executes remote diagnostics to determine nature of problem.	1 clock hour from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 4 Resolution Plan Determined	Diagnosis Resolution plan. and estimated fix time given. Vendor initiates conference call ,with the ESD Voice and Data Telecomm Group Manager or designee on an hourly basis.	4 clock hours from initial call			
Stage 5 Component and/or Technical Augmentation	Work continues from Stage 4 without unreasonable interruption until problem is resolved. Vendor initiates conference call. ESD informed hourly of status. Prior to Escalation to Stage 6. Vendor coordinates with ESD for details of on site service.	6 clock hours from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Onsite Response	Work continues from Stage 5 without unreasonable interruption until problem is resolved. If the problem is not resolved within 8 hours of Initial call ESD reserves the right to invoke the actions specified in Subsection 9.10.2, <i>(M) Failure to Meet Guaranteed Response Times</i> . Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed hourly of status.	8 dock hours from initial call			

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### SEVERITY LEVEL 1 GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 3:** Nortel/Avaya IVR including Hardware, Software and Custom Code, Oracle Hardware, Software and Custom Code

**BUSINESS REQUIREMENT:** To correct an incident within 8 Business Hours from Time of Notification.  
Note: "Clock Hour" is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD, or upon receipt of automated alarm/error notification at Vendor's Network Operations center (See RFP Subsection 9.2.2. (MS) <i>Performance and Fault Monitoring and Event Notification</i> )				
Stage 2 Nortel/Avaya Technician Assigned	Qualified technician certified for Nortel/Avaya IVR support assigned. Technician immediately contacts ESD Voice and Data Telecomm Group Manager for additional information and to advise on status	1 clock hour from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 3 Remote Diagnostics Performed	Assigned technician executes remote diagnostics to determine nature of problem Prior to Escalation to Stage 4, Vendor coordinates with ESD for details of onsite service.	2 clock hours from initial call			
Stage 4 Onsite Response	Diagnosis Resolution plan. and estimated fix time given. Vendor initiates conference call ,with the ESD Voice and Data Telecomm Group Manager or designee on an hourly basis.	4 clock hours from initial call			
Stage 5 Resolution Plan Determined	Work continues from Stage 4 without unreasonable interruption until problem is resolved. Vendor initiates conference call. ESD informed hourly of status. Prior to Escalation to Stage 6. Vendor coordinates with ESD for details of on site service.	6 clock hours from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Component and/or Technical Augmentation	Work continues from Stage 5 without unreasonable interruption until problem is resolved. If the problem is not resolved within 8 hours of initial call ESD reserves the right to invoke the actions specified in Subsection, 9.10.2, (M) <i>Failure to Meet Guaranteed Response Times</i> , Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed hourly of status.	8 clock hours from initial call			

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### SEVERITY LEVEL 2 GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 1:** PBX (including Hardware and Software), Voice Mail (Meridian Mail and Call Pilot), and Symposium (Contact Center Manager)

BUSINESS REQUIREMENT: Incident must be resolved within 24 Clock Hours from Time of Notification.  
Note: "Clock Hour" is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD, or upon receipt of automated alarm/error notification at Vendor's Network Operations Center (See RFP Subsection 9.2.2.(MS) <i>Performance and Fault Monitoring and Event Notification</i> )				

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 2 Remote Diagnostics Initiated	Qualified technician assigned for remote diagnosis. Contact initiated to ESD to advise on status. Prior to Escalation to Stage 3, Vendor coordinates with ESD for details of onsite service.	45 minutes from initial call			
Stage 3 Onsite Response	If problem is not resolved remotely. Technician arrives at ESD designated site(s) and informs ESD onsite staff and the ESD Voice and Data Telecomm Group Manager of their arrival.	6 clock hours from initial call			
Stage 4 Resolution Plan Determined	Diagnosis, resolution plan, and estimated fix time given. Vendor initiates conference call with the ESD Voice and Data Telecomm Group Manager or designee on an hourly basis.	12 clock hours from initial call			
Stage 5 Component and/or Technical Augmentation	Required component(s) shipped in most expedient way and/or additional technical support called in. Vendor initiates conference call. ESD informed hourly of status.	18 clock hours from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Problem Resolved	If the problem is not Resolved within 8 hours of initial call ESD reserves the right to invoke the actions specified in Subsection 9.2.2. (M) Failure to Meet Guaranteed Response Times Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed hourly of status.	24 dock hours from initial call			

## Appendix C

### SEVERITY LEVEL 2

#### GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 2:** Genesys and CTI including Genesys Software (Operating System, Framework, Database and Utilities), Virtual Hold (Concierge® and Rendezvous® components), Custom Code, Genesys LAN

**BUSINESS REQUIREMENT:** To correct an incident within 24 Business Hours from Time of Notification.  
**Note:** "Clock Hour" is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD. or upon receipt of automated alarm/error notification at Vendor's Network Operations Center (See RFP Subsection 9.2.2, (MS) <i>Performance and Fault Monitoring and Event Notification</i> )				
Stage 2 Genesys Technician Assigned	Qualified technician certified for Genesys support assigned. Technician immediately contacts ESD Voice and Data Telecomm Group Manager for additional information and to advise on status.	45 minutes from initial call			
Stage 3 Remote Diagnostics Performed	Assigned technician executes remote diagnostics to determine nature of problem.	3 clock hour from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 4 Resolution Plan Determined	Diagnosis Resolution plan. and estimated fix time given. Vendor initiates conference call ,with the ESD Voice and Data Telecomm Group Manager or designee on an hourly basis.	12 clock hours from initial call			
Stage 5 Component and/or Technical Augmentation	Work continues from Stage 4 without unreasonable interruption until problem is resolved. Vendor initiates conference call. ESD informed hourly of status. Prior to Escalation to Stage 6. Vendor coordinates with ESD for details of on site service.	18 clock hours from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Onsite Response	Work continues from Stage 5 without unreasonable interruption until problem is resolved. If the problem is not resolved within 8 hours of Initial call ESD reserves the right to invoke the actions specified in Subsection 9.10.2, <i>(M) Failure to Meet Guaranteed Response Times</i> . Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed hourly of status.	24 dock hours from initial call			

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### SEVERITY LEVEL 2 GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 3:** Nortel/Avaya IVR including Hardware, Software and Custom Code, Oracle Hardware, Software and Custom Code

**BUSINESS REQUIREMENT:** To correct an incident within 24 Business Hours from Time of Notification.  
Note: "Clock Hour" is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD, or upon receipt of automated alarm/error notification at Vendor's Network Operations center (See RFP Subsection 9.2.2. (MS) <i>Performance and Fault Monitoring and Event Notification</i> )				
Stage 2 Nortel/Avaya Technician Assigned	Qualified technician certified for Nortel/Avaya IVR support assigned. Technician immediately contacts ESD Voice and Data Telecomm Group Manager for additional information and to advise on status	3 clock hour from initial call			



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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 3 Remote Diagnostics Performed	Assigned technician executes remote diagnostics to determine nature of problem Prior to Escalation to Stage 4, Vendor coordinates with ESD for details of onsite service.	6 clock hours from initial call			
Stage 4 Onsite Response	Technician arrives at ESD designated site(s ). Vendor initiates conference call with the ESD Voice and Data Telecomm Group Manager or designee on an hourly basis.	12 clock hours from initial call			
Stage 5 Resolution Plan Determined	Diagnosis, resolution plan, and estimated fix time given. Vendor initiates conference, call. ESD informed hourly of status.	18 clock hours from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Component and/or Technical Augmentation	Work continues from Stage 5 without unreasonable interruption until problem is resolved. If the problem is not resolved within 8 hours of initial call ESD reserves the right to invoke the actions specified in Subsection, 9.10.2, (M) <i>Failure to Meet Guaranteed Response Times</i> , Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed hourly of status.	24 clock hours from initial call			

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## Appendix C

### SEVERITY LEVEL 3

#### GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 4:** PBX (including Hardware and Software), Voice Mail (Meridian Mail and Call Pilot), and Symposium (Contact Center Manager)

**BUSINESS REQUIREMENT:** Incident must be resolved within 5 TeleCenter Business Days from Time of Notification.  
Note: 'Clock Hour' is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD, or upon receipt of automated alarm/error notification at Vendor's Network Operations Center , (See RFP Subsection , 9.2.2, (MSR) Performance and Fault monitoring and Event Notification)				

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 2 Remote Diagnostics initiated	Qualified technician assigned for remote diagnosis. Call made to ESD Voice and Data Telecomm Group Manager to advise on status. Prior to Escalation to Stage 3, Vendor coordinates with ESD for details of onsite service.	2 Business Hours from initial call			
Stage 3 Onsite Response	If problem is not resolved remotely, technician arrives at ESD designated site(s) to affect repairs, and informs ESD onsite staff and the ESD Voice and Data Telecomm Group Manager of their arrival.	1 TeleCenter Business Day from initial call			
Stage 4 Resolution Plan Determined	Diagnosis, resolution plan, and estimated fix time given. Vendor initiates conference call with the ESD Voice and Data Telecomm Group Manager or designee on a daily basis.	4 TeleCenter Business Days from initial call			
Stage 5 Component and/or Technical Augmentation	If required, component(s) shipped in most expedient way. Vendor initiates conference call. ESD informed each TeleCenter Business Day of status.	6 TeleCenter Business Days from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Problem Resolved	Work continues without unreasonable interruption until problem is resolved. If the problem is not resolved within 8 TeleCenter Business Days of initial call, ESD reserves the right to invoke the actions specified in Subsection 9.10.2, (M) <i>Failure to Meet Guaranteed Response Times</i> . Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed hourly during the TeleCenter Business Day of status.	8 TeleCenter Business Days from initial call			

## Appendix C

### SEVERITY LEVEL 3 GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 5:** Genesys and CTI including Genesys Software (Operating System, Framework, Database and Utilities), Virtual Hold (Concierge® and Rendezvous® components), Custom Code, Genesys LAN

**BUSINESS REQUIREMENT:** Incident must be corrected within 5 TeleCenter Business Days from Time of Notification.  
Note: "Clock Hour" is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD, or upon receipt of automated alarm/error notification at Vendor's Network Operations Center (See RFP Subsection 9.2.2. (M) Performance and Fault Monitoring and Event Notification)				
Stage 2 Genesys Technician Assigned	Qualified technician certified for Genesys support assigned, Call made to ESD Voice and Data Telecomm Group Manager to advise on status.	2 Business Hours from initial call			
Stage 3 Remote Diagnostics Performed	Assigned technician executes remote diagnostics to determine nature of problem.	1 TeleCenter Business Day from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage4 Resolution Plan Determined	Diagnosis, resolution plan and estimated fix time given. Vendor Initiates conference call with the ESD Voice and Data Telecomm Group Manager each TeleCenter Business Day	4 TeleCenter Business Days from initial call			
Stage 5 Component and/or Technical Augmentation	Required component(s) Shipped in most expedient way and/or additional technical support called in, Vendor initiates conference call. ESD informed each TeleCenter Business Day of status. Prior to Escalation to Stage 6, Vendor coordinates with ESD for details of onsite service.	6 TeleCenter Business Days from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Onsite Response	Work continues without unreasonable interruption until problem is resolved. If the problem is not resolved within 8 TeleCenter Business Days of initial call ESD reserves the right invoke the actions specified in Subsection 9.10.2, <i>(M) Failure to Meet Guaranteed Response Times.</i> . Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed each TeleCenter Business Day of status.	8 TeleCenter Business Days from initial call			



## Appendix C

### SEVERITY LEVEL 3 GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 6:** Nortel/Avaya IVR including Hardware, Software and Custom Code, Oracle Hardware, Software and Custom Code

**BUSINESS REQUIREMENT:** To Correct an Incident within 5 TeleCenter Business Days from Time of Notification.  
Note: 'Clock Hour' is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD, or upon receipt of automated alarm/error notification at Vendor's Network Operations Center (See RFP Subsection 9.2.2, (MSR) <i>Performance and Fault Monitoring and Event Notification.</i>				
Stage 2 Nortel/Avaya Technician Assigned	Qualified technician certified for Nortel/Avaya IVR support assigned. Call made to ESD Voice and Data Telecomm Group Manager to advise on status.	2 Business Hours from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 3 Remote Diagnostics Performed	Assigned Technician executes remote diagnostics to determine nature of problem. Prior to escalation to Stage 4, Vendor coordinates with ESD for details of onsite service.	1 Tele-Center Business Day from initial call			
Stage 4 Onsite Response	Technician arrives at ESD designated site(s). Vendor. initiates conference call with the ESD Voice and Data Telecomm Group Manager or designee each TeleCenter Business Day.	2 Tele-Center Business Days from initial call			
Stage 5 Resolution Plan Determined	Diagnosis, resolution plan, and estimated fix time given. Vendor initiates conference call. ESD informed each TeleCenter Business Day of status.	3 Tele-Center Business Days from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 6 Component and/or Technical Augmentation	Work continues without unreasonable interruption until problem is resolved. If the problem is not resolved within 8 TeleCenter Business Days of initial call, ESD reserves the right to invoke the actions specified in Subsection 9.10.2, (M) <i>Failure to Meet Guaranteed Response Times</i> . Vendor initiates conference call(s) per mutual agreement with ESD. ESD informed each TeleCenter Business Day of status.	5 Tele-Center Business Days from initial call			

## Appendix C

### SEVERITY LEVEL 4 GUARANTEED VENDOR RESPONSE TIMES AND ACTIONS

**TABLE 7. FOR ANY SPECIFIED TELECENTER COMPONENT WITHIN THE SCOPE OF THIS RFP.**

**BUSINESS REQUIREMENT:** Incident must be resolved or request completed within 10 TeleCenter Business Days from Time of Notification.

Note : "Clock Hour" is a sixty-minute interval beginning at the moment of initial notification.

Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 1 Problem Reported and Ticket Issued	Ticket issued by Vendor either by notification from ESD or upon receipt of automated alarm/error notification at Vendor network operations center (See RFP Subsection 9.2.2. (MSR) <i>Performance and Fault Monitoring and Event Notification</i> )				
Stage 2 Staff Assigned	Qualified technician for action assigned.	1 Business Day from initial call			
Stage 3 Vendor Contacts ESD	Call made to ESD Voice and Data Telecomm Group Manager to advise on status.	2 Tele-Center Business Days from initial call			
Stage 4 Resolution Plan Determined	Diagnosis. Resolution plan, and estimated fix time given, ESD informed twice per week of status.	3 Tele-Center Business Days from initial call			

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Stage	ESCALATION PROCEDURES				VENDOR RESPONSE
	Minimum Required Actions	Maximum Allowable Time	Vendor or Subcontractor Escalation Contact (To be provided at time of Contract negotiations.)	Title of Contact (To be provided at time of Contract negotiations.)	Additional Action(s) Vendor must insert proposed additional action(s), if any. If no additional action(s) is proposed, Vendor must state so.
Stage 5 Resolution Completion	If the problem is not resolved within 10 TeleCenter Business Days of initial call, ESD reserves the right to request a Vendor initiated conference call. Work shall continue until problem is resolved. ESD informed each TeleCenter Business Day of status.	10 Tele-Center Business Days from initial call			

## Appendix D

### Appendix D Subcontractor Matrix

*Add additional rows and Product or Service as appropriate to planned subcontractor participation*

Product/Service	Location				Prime/Subcontractor Name	Prime/Subcontractor Name	Prime/Subcontractor Name	Prime/Subcontractor Name	Prime/Subcontractor Name
Maintenance	Seattle	Olympia	Spokane	Lacey	Columns to be completed by Vendor				
Genesys									
Nortel IVR									
Sun Workstations									
Readerboard									
Genesys									
Nortel IVR									
Sun Workstations									
Readerboard									
Genesys									
Nortel IVR									
Sun Workstations									
Readerboard									
Software Maintenance									
Soft Switch									
Equipment									
Nortel PBX									
Nortel IVR									
Genesys									
Sun Workstations									
EXAMPLE only					Ma Bell (prime) 75%	Joes Electronics 10%	KZ Wiring 15%		

*Add additional Columns as required*

**Appendix E**  
**CLIENT REFERENCE FORM**  
**APPENDIX E**  
**TELECENTER EQUIPMENT, SOFTWARE, MAINTENANCE AND SUPPORT**  
**SERVICES**

Name of Vendor for whom reference is given: \_\_\_\_\_

Your organization's business name: \_\_\_\_\_

Your Name and title: \_\_\_\_\_

Telephone number: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

- Briefly describe the call centers/TeleCenters for which this Vendor has/had maintenance and support service responsibility for your organization: Indicate size, complexity, call volume, and number of centers:

\_\_\_\_\_

\_\_\_\_\_

- Give a short description of the maintenance and support services for the maintenance and support services your organization has received from the Vendor:

\_\_\_\_\_

\_\_\_\_\_

**PLEASE RATE THE FOLLOWING ITEMS (circle one):**

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. Communications with Vendor:	0	1	2	3	4
Comments: _____					
2. Completion of contractual requirements:	0	1	2	3	4
Comments: _____					
3. Problem resolution and responsiveness of Vendor's organization:	0	1	2	3	4
Comments: _____					
4. Maintenance and Support Services reliability:	0	1	2	3	4
Comments: _____					
5. Management Team responsiveness to customer's issues	0	1	2	3	4
Comments: _____					

## Appendix E

<b>PLEASE RATE THE FOLLOWING ITEMS (circle one):</b>
--

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
6. Quality of Maintenance and Support Services provided:	0	1	2	3	4

Comments: \_\_\_\_\_

7. Accuracy and timeliness of Vendor's billing process	0	1	2	3	4
--	---	---	---	---	---

Comments: \_\_\_\_\_

8. Vendor's responsiveness and effectiveness in the resolution of invoicing errors:	0	1	2	3	4
---	---	---	---	---	---

Comments: \_\_\_\_\_

9. Competence of professional services staff:	0	1	2	3	4
---	---	---	---	---	---

Comments: \_\_\_\_\_

10. Adequacy of problem escalation process:	0	1	2	3	4
---	---	---	---	---	---

Comments: \_\_\_\_\_

11. Overall satisfaction with Vendor:	0	1	2	3	4
---------------------------------------	---	---	---	---	---

Comments: \_\_\_\_\_

Any additional information that you would like to share about the Vendor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your Signature: \_\_\_\_\_

Please return the reference (may be sent by Fax or as a Pdf via e-mail) by April 19, 2010, no later than 5:00 pm Olympia, WA local time, directly to:

John D. Flanagan, RFP Coordinator  
**Agency Name:** Employment Security Department  
**Mailing Address:** PO Box 9046  
 Olympia, WA 98507-9046

**FAX:** 360-438-4783

**e-mail Address:** jflanagan@esd.wa.gov

Thank you for your time and assistance.



## **Appendix F**

### **APPENDIX F**

#### **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidential and Nondisclosure Agreement ("Agreement") is entered into by and between the Employment Security Department, an agency of Washington State government ("ESD"), and \_\_\_\_\_ a \_\_\_\_\_ ("Recipient").

Recipient acknowledges that ESD has certain confidential or sensitive information and/or material. Recipient requires access to this information or material for purposes specified herein. ESD agrees to release this information to Recipient for those purposes pursuant to the terms and conditions contained in this Agreement. Recipient agrees to the terms and conditions herein.

NOW THEREFORE, in consideration of the above premises and the promises contained herein, the parties agree as follows:

1. Whenever used in this Agreement, the term "Confidential Information" will mean (i) information exempt from disclosure to the public or other unauthorized persons under either chapter 48.02.065 RCW or other state or federal statutes; or (ii) information related to the Next Generation Tax System unless otherwise identified as non-confidential at the time of disclosure; or (iii) any other information which ESD has identified to Recipient in writing as confidential at the time of disclosure or within thirty (30) days after disclosure; or (iv) information that would ordinarily be considered confidential or proprietary in the light of the circumstances surrounding disclosure. Confidential Information may take the form of (but is not limited to) plans, calculations, charts, concepts, know-how, inventions, licensed technology, design sheets, design data, diagrams, system design, materials, hardware, manuals, drawings, processes, schematics, specifications, instructions, explanations, research, test procedures and results, equipment, identity and descriptions of components or materials used, or any other material or information supplied by or on behalf of ESD, or that is disclosed to or becomes known by Recipient as a result of its dealings with ESD. Confidential Information may be in tangible or intangible form. ESD's failure to expressly identify Confidential Information as such shall not in any way lessen or negate Recipient's obligation to keep such information confidential in accordance with this Agreement.
2. Notwithstanding the foregoing, the term "Confidential Information", shall not be construed to include information that (i) is or becomes readily available in public records or documents, other than as a result of a disclosure by Recipient or other entity acting on behalf of Recipient, or (ii) can be documented to have been known by Recipient prior to its disclosure by ESD, or (iii) is disclosed pursuant to applicable law, judicial action or government regulations, including without limitation the Washington State Public Records Act, RCW 48.02.065, et seq.
3. The Recipient acknowledges that the Confidential Information is confidential and proprietary information of ESD and that its protection is essential to the security and mission of ESD. The purpose of this agreement is to enable ESD to make disclosure of the Confidential Information to the Recipient while still maintaining rights in and control over the Confidential Information. The purpose is also to preserve confidentiality of the Confidential Information and to prevent its unauthorized disclosure. It is understood that this agreement does not grant Recipient an express or implied license or an option on a license, or any other rights to or interests in the Confidential Information.
4. The Recipient shall require its employees, officers, independent contractors, and subcontractors, and any other entities acting on its behalf (collectively "Affiliates") to:
  - (a) copy, reproduce or use Confidential Information only for the purpose described herein and not for any other purpose unless specifically authorized to do so in writing by ESD; and
  - (b) not permit any other person to use or disclose the Confidential Information for any purpose other than those expressly authorized by this Agreement; and
  - (c) disclose such Confidential Information only to those of its Affiliates who require knowledge of the same for the purpose described in herein; provided such Affiliates are obligated to maintain the confidentiality of the Confidential Information and otherwise comply with the terms of this Agreement; and

## Appendix F

- (d) implement physical, electronic and managerial safeguards to prevent unauthorized access to or use of Confidential Information, including without limitation, providing Affiliates a copy of the terms of this Agreement. Such restrictions will be at least as stringent as those applied by the Recipient to its own most valuable confidential and proprietary information.
5. The acts or omissions of Recipient's Affiliates with respect to the Confidential Information shall be deemed to be acts or omissions of Recipient.
  6. Recipient will not remove, obscure or alter any confidentiality or trade secret notation from the Confidential Information without ESD's prior written authorization.
  7. Confidential Information will remain the exclusive property of ESD; upon completion of the project described in Section 1, or whenever requested by ESD, Recipient will promptly destroy or return to ESD all Confidential Information and all copies thereof, including summaries, reports or notes based thereon, unless otherwise expressly authorized by ESD in writing.
  8. Recipient agrees that the breach of the terms of this Agreement would cause irreparable damage to ESD. Therefore, Recipient agrees that if it should breach its obligations hereunder, Recipient will defend, indemnify, and hold ESD harmless from actual damages from losses that result from its breach. This includes attorneys' fees and costs of suit. Also, ESD has the right to seek an order to restrain Recipient from breaching this agreement. If ESD does seek such an order, Recipient agrees at this time to waive any claim or defense that ESD has an adequate remedy at law or in damages.
  9. This Agreement sets forth the entire agreement of the parties with respect to the use and disclosure of the Confidential Information and may be modified only by a writing signed by both parties. This Agreement will be construed and enforced in all respects in accordance with the laws of the State of Washington. The parties consent to the exclusive jurisdiction of the Superior Court of the State of Washington and exclusive venue in Thurston County, Washington.
  10. The Term of this Agreement shall be four years from the date of the last signature, provided however, the obligations of confidentiality shall continue and survive this Agreement.

**APPROVED**

State of Washington  
Employment Security Department

**APPROVED**

Recipient

*Signature* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Print or Type Name* \_\_\_\_\_

*Print or Type Name* \_\_\_\_\_

*Title Date* \_\_\_\_\_

*Title Date* \_\_\_\_\_

*Address* \_\_\_\_\_

*Phone* \_\_\_\_\_

## Appendix G

### Certification Regarding Debarment and Suspension

#### APPENDIX A TO TITLE 29, PART 98 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION - *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Contractor signatory) certifies, to the best of his or her knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
  - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

## Appendix H

### Certification Regarding Lobbying

#### APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned (i.e., the Contractor signatory) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Contractor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED